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THE SUPREME COURT OF THE STATE OF WASHINGTON

SKAGIT EMERGENCY COMMUNICATIONS CENTER, d/b/a
SKAGIT 911; SKAGIT COUNTY SHERIFF'S OFFICE; and SKAGIT
COUNTY,

Petitioners/Defendants,

v.

GAYE DIANA MUNICH, as Personal Representative of the Estate of
William R. Munich, individuals,

Respondent/Plaintiff.

JOINT SUPPLEMENTAL BRIEF OF PETITIONERS SKAGIT 911,
SKAGIT COUNTY AND SKAGIT COUNTY SHERIFF'S OFFICE

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I. INTRODUCTION

On October 2, 2005, plaintiff's decedent Bill Munich made two phone calls to defendant Skagit 911 to report that his neighbor, Marvin Ballsmider, had fired a rifle shot in his direction. During those calls, which resulted in a police deputy being immediately dispatched to Munich's location, Skagit 911 gave no false or inaccurate information to Munich, made no false or unfulfilled assurances to Munich, and issued no instruction to Munich to act in any particular manner. In other words, Skagit 911 did not induce Munich to act any differently than he would have acted in the absence of the 911 calls. Tragically, Munich was shot and killed by Ballsmider during his second call to Skagit 911.

Pursuant to the public duty doctrine, an established principle of Washington law that has been repeatedly and consistently applied by this Court, an injured person may recover from a municipal entity only when the duty allegedly breached was a duty owed to the injured person as an individual, and not merely a breach of an obligation owed to the public in general. Pursuant to the special relationship "exception" to the public duty doctrine, such an individual duty may be created where a plaintiff seeks and receives an unequivocal express assurance from the public official, and detrimentally relies on that express assurance.

Implicit in the special relationship “exception” is that the express assurance received must contain false information - such as an incorrect statement, or an unfulfilled promise to act in a particular way - to induce detrimental reliance. In the absence of a false statement or promise, the plaintiff does not detrimentally change his or her position in reliance on such a statement and, thus, has not set himself apart from the public at large. In such a situation there is no special relationship and, thus, no duty. Indeed this court has, consistently and repeatedly, expressly declared that the special relationship exception requires an element of falsity – such as the conveyance of false information or an unfulfilled promise to act – to give rise to a duty of care.

Skagit 911 operators made no such false statement or unfulfilled promise to act in this case, but the trial court and court of appeals ruled that a duty of care was created nonetheless. Petitioners respectfully urge this Court to keep with its earlier pronouncements on this issue, hold again that false information or an unfulfilled promise is an essential element of the special relationship exception to the public duty doctrine, and reverse the trial court’s denial of petitioners’ motions for summary judgment dismissal.

II. ASSIGNMENTS OF ERROR

1. Was it error for the trial and appeals courts to rule that the special relationship exception to the public duty doctrine does not require that a 911 caller detrimentally rely on a **false, inaccurate or unfulfilled** assurance to give rise to a duty of care, when that ruling is contrary to express prior pronouncements of this court?
2. Was it error for the trial and appeals courts to rule that the special relationship exception to the public duty doctrine does not require that a 911 caller detrimentally rely on a **false, inaccurate or unfulfilled** assurance to give rise to a duty of care, when inaccuracy of information is an implicit requirement of the special relationship exception itself?
3. Was it error for the trial and appeals court to rule that the special relationship exception to the public duty doctrine does not require that a 911 caller detrimentally rely on a **false, inaccurate or unfulfilled** assurance to give rise to a duty of care, when the parameters of any duty are defined by the express assurance made and, thus, a government employee who makes a true statement or fulfilled promise has, by definition, complied with any duty allegedly created?

III. STATEMENT OF THE CASE

A full statement of the case is set forth in Petitioners' Petition for Review to this Court and, in order to avoid unnecessary duplication, Petitioners respectfully refer the Court to that briefing. A brief summary of the relevant facts is set forth below.

At 6:00 p.m. on October 1, 2005, William Munich called 911 to report that he had seen his neighbor, Marvin Ballsmidler, fire a shot in his direction. CP 30. Skagit 911 answered the call, received the report, and dispatched a police deputy at 6:01 p.m. The 911 call-taker gathered

additional information from Munich and relayed it to the responding deputy. CP 30-34. The call concluded with the 911 call-taker asking Munich if he intended to wait in his current location for contact from the responding deputy (“Ok, you’re going to wait there at the garage for contact, then?”), and accurately informing Munich that an officer had been dispatched (“Ok, all righty, there’s already a deputy that’s en route to you, ok?”).¹ CP 31.

At no point during this call did the call-taker give any false or inaccurate information to Munich, make any false or unfulfilled assurances to Munich, or issue any instruction to Munich to act in any particular manner.

¹ Respondents assert in their Supplemental Brief to this Court that there are “questions of fact as to whether the 911 operator’s assurance that a deputy was en route was true or false at the time it was made.” This is incorrect. In fact, all of the available evidence indicates that the statement was true at the time it was made. As soon as the responding deputy received the dispatch from Skagit 911, the deputy acknowledged the dispatch with his radio call number and asked if the suspect’s name was known, acknowledging thereby that he had received the dispatch and was responding to the call. CP 122; CP 135; CP 22. He began asking clarifying questions of Skagit 911, an additional indication that he was responding to the call. *Id.* Moreover, the deputy testified at his deposition that he was en route to the call at or close to the time he acknowledged the dispatch. CP 97, 40:8-15. Respondents’ assertion that the deputy was not actually en route is purely speculative and unsupported by any actual evidence. Respondents’ assertion that the deputy would have arrived at the scene in 15 ½ minutes rather than 17, had he been en route at the time Skagit 911 said he was, is itself purely speculative and unsupported by any actual evidence, such as, for instance, road and traffic conditions at the time of the dispatch in question.

Unsupported assertions of fact are insufficient to overcome a motion for summary judgment. *See Seven Gables Corp. v. MGM/UA Entm’t Co.*, 106 Wn.2d 1, 13 (1986) (“A non-moving party may not rely on speculation or argumentative assertions to overcome a motion for summary judgment.”)

At 6:05 p.m., per the CAD log, Munich called his friend, Bruce Heiner, and indicated that he was running down highway 20, several yards from the location of his original call. CP 706, 32:21 – 33:25; 709, 66:2-25. He was on the phone with Heiner for five minutes, and Heiner urged Munich to call 911 back. *Id.* 67:3-17. At 6:09 p.m., Munich took Heiner's advice and called Skagit 911 a second time, reporting that his neighbor was now chasing him up highway 20 with a rifle. CP 21; CP 711, 74:1-14; CP 139. Over the next several minutes, 911 gathered additional information from Munich and relayed it immediately to the responding deputy. CP 128; CP 102, 77:23-79:2.

Again, at no point during this second call did the call-taker give any false or inaccurate information to Munich, make any false or unfulfilled assurances to Munich, or issue any instruction to Munich to act in any particular manner.

At 6:16 p.m., Munich cried out that he had been shot and the call ended. CP 34. The responding deputy arrived at the scene two minutes later, and immediately arrested Ballsmidler for Munich's murder. CP 108-109.

The Munich estate filed suit against Skagit 911. It later filed an amended complaint adding Skagit County and the Skagit County Sheriff's Office (hereinafter jointly referred to as "Skagit County") as defendants.

Skagit 911 and Skagit County moved for summary judgment dismissal of all claims against them. CP 1-19; CP 143-165. In opposition to the motions, the Estate asserted that Skagit 911 had breached a duty to Munich in its handling and dispatch of his call, and that Skagit County was vicariously liable for such breach pursuant to agency principles.²

Skagit County Superior Court denied summary judgment, in part, on the Estate's claim under the "special relationship" exception to the public duty doctrine. CP 741-747. The court ruled that the "express assurances" element of the special relationship exception does not require that a false, inaccurate or unfulfilled assurance be made, and that there were disputed material facts on the issue of whether an express assurance was sought and given and whether Munich relied on any such assurance to his detriment. Skagit 911 and Skagit County sought discretionary review, which was granted by the Court of Appeals, Division I on the issue of whether the express assurance requirement of the special relationship

² Skagit 911 and Skagit County/Skagit County Sheriff's Office are separate entities and separately represented in the present litigation. In responding to the motions for summary judgment, plaintiffs did not allege any independent acts of negligence by Skagit County deputies in responding to the dispatch, relying instead on the assertion that Skagit 911 acted as an agent of Skagit County in its handling of Munich's call. Thus, all claims arising out of alleged independent negligence of Skagit County deputies in responding to the call were dismissed. In reply on its summary judgment motion, Skagit County did not concede that Skagit 911 acts as its agent, but asserted that the court need not decide that issue for the purpose of the summary judgment motion. Because the agency issue was not argued or briefed by the parties below, it is not presently before this Court.

exception requires proof of a false or inaccurate assurance by the government to give rise to a duty of care.

Upon review, the Court of Appeals affirmed the trial court ruling, holding that when the express assurance at issue is a promise of future action, the assurance need not contain false or inaccurate information to give rise to a duty under the special relationship exception to the public duty doctrine. Petitioners subsequently sought, and were granted, review by this Court.

IV. ARGUMENT

A. Public Duty Doctrine

The public duty doctrine, a well-established principle of Washington law, serves as a framework for this case. However, notwithstanding the line of cases from this Court consistently affirming and applying the doctrine, respondents argued before trial court that the public duty doctrine should be abrogated all together. Respondents do not raise this argument in their briefing to this court and, thus, have presumably abandoned it. However, because the doctrine serves as background for the issues in this case, a brief discussion of the doctrine itself, its history, and its importance is nonetheless warranted.

Whether the defendant is an individual or a government entity, the threshold determination in any tort action is whether a duty of care is

owed by the defendant to the plaintiff and, to be actionable, “the duty must be one owed to the injured plaintiff, and not one owed to the public in general.” *Taylor v. Stevens County*, 111 Wn.2d 159, 164, 759 P.2d 447 (1988), citing *J&B Dev. Co. v. King Cy*, 100 Wn.2d 299, 303, 669 P.2d 468 (1983) (“a duty to all is a duty to no one”).

Because government entities are in the business of providing services to the public in general, the public duty doctrine is a “focusing tool” used to determine whether the government entity has assumed a particularized duty to a specific plaintiff, which is actionable, or owes only a general duty to the “nebulous public,” which is not. *Osborn v. Mason County*, 157 Wn.2d 18, 27, 134 P.3d 197 (2006). The policy underlying the public duty doctrine is that municipalities, which by their very nature are charged with the task of providing services to the public, are nevertheless not insurers for every harm that might befall members of the public. Furthermore, legislative enactments for the public benefit should not be discouraged by subjecting a government entity to unlimited liability. *Taylor*, 111 Wn.2d at 170; *Babcock v. Mason County Fire District No. 6*, 101 Wn. App. 677, 684, 5 P.3d 750 (2000).

By way of relevant example, the provision of police and emergency services, including responding to emergency calls for assistance, is the fulfillment of a duty owed only to the public in general,

rather than a duty owed to a specific individual. *See Chambers-Castanes v. King County*, 100 Wn. 2d 275, 284, 669 P.2d 451 (1983) (noting that this court has “consistently held” that statutory duties to provide police services are “duties owed to the public at large and are unenforceable as to individual members of the public.”); *Torres v. Anacortes*, 97 Wn. App. 64, 74, 981 P.2d 891 (1999) (“Courts generally agree that responding to a citizen’s call for assistance is basic to police work and not special to a particular individual.”). As such, the provision of public services in responding to calls for assistance, in and of itself, does not provide an avenue for civil liability.

Washington courts have articulated four “exceptions” to the public duty doctrine, where a plaintiff is able to demonstrate a sufficient individual relationship to establish a particularized duty of care: (1) where there is a legislative intent to impose a duty of care; (2) where a “special relationship” exists between the plaintiff and the public entity; (3) where the public entity has engaged in “volunteer rescue” efforts; or (4) where the public entity is guilty of a “failure to enforce” a specific statute. *See Babcock v. Mason County Fire District*, 144 Wn.2d 774 at 785-86, 30 P.3d 1261 (2001).

The question of whether an “exception” to the public duty doctrine applies to give rise to a duty of care is simply another way of asking

whether the government owed an actionable duty to a particular plaintiff, a requirement for any tort claim against any defendant. Each of the “exceptions” to the doctrine are simply factual scenarios in which a defendant owes a duty “to a particular plaintiff or a limited class of potential plaintiffs.” *Bailey v. Town of Forks*, 108 Wn.2d 262, 268, 737 P.2d 1257 (1987).

While the public duty doctrine has recently been challenged by some litigants, the doctrine is a principle of Washington law that has been consistently confirmed and applied by this Court, which recently described the doctrine as “a basic principle of negligence law.” *Babcock*, 144 Wn.2d at 785. The concept of stare decisis mandates adherence to previous holding absent “a clear showing that an established rule is incorrect and harmful.” *Walmart, Inc. v. Progressive Campaigns, Inc.*, 139 Wn.2d 623, 634, 989 P.2d 524 (1999). Stare decisis prevents the law from “becom[ing] subject to incautious action or the whims of current holders of judicial office.” *In re: Stranger Creek*, 77 Wn.2d 649, 653, 466 P.2d 508 (1970). In the words of the United States Supreme Court, “[N]o judicial system could do society’s work if it eyed each issue afresh in every case that raised it.” *Planned Parenthood v. Casey*, 505 U.S. 833, 854, 112 S. Ct. 2791, 120 L.Ed. 2d 674 (1992) (plurality op. of Souter, J., O’Conner, J., and Kennedy, J.).

In keeping with the public duty doctrine's firm place in Washington law, the issues in this case are discussed under the framework of that doctrine.

B. The "Special Relationship" Exception

The trial and appeals courts ruled that a duty of care exists in this case pursuant to the "special relationship" exception to the public duty doctrine. However, this ruling is: (1) inconsistent with prior pronouncements of this Court holding that an express assurance must be false, inaccurate or unfulfilled to give rise to a duty of care under this exception; and (2) inconsistent with the requirements of the "special relationship" exception itself.

Pursuant to the "special relationship" exception to the public duty doctrine, a duty of care may be found when there is a "special relationship" between the plaintiff and a public entity. Such a "special relationship" exists when: (1) there is direct contact between the plaintiff and the government official; (2) there are express assurances given by the government official to the plaintiff; (3) which give rise to justifiable reliance on the part of the plaintiff. *Babcock*, 144 Wn.2d at 786. It is well-established that a government duty cannot arise from mere implied assurances. *Id.* at 789. As this Court has held, in order for a duty to arise

“a plaintiff must seek an express assurance and the government must unequivocally give that assurance.” *Id.* (emphasis added).

In addition, and particularly germane to the present issue before the Court, this Court has repeatedly proclaimed that the express assurance at issue must contain some kind of false or inaccurate information that misleads the plaintiff, inducing him to detrimentally change his position:

It is only where a direct inquiry is made by an individual and incorrect information is clearly set forth by the government, and the government intends that it be relied upon and it is relied upon by the individual to his detriment, that the government may be bound. The plaintiff must seek an express assurance and the government must unequivocally give that assurance.

Babcock, 144 Wn.2d at 789, citing *Meaney v. Dodd*, 111 Wn.2d 174, 180, 759 P.2d 455 (1988).

This Court’s decision in *Harvey v. County of Snohomish*, 157 Wn.2d 33, 134 P.3d 216 (2006), reaffirmed the standard set forth in *Meaney*, and reiterated in *Babcock*, that it is only where the express assurance at issue is incorrect or unfulfilled that the government may be bound. In *Harvey*, the court held that a 911 call taker’s statements to a caller that the operator had dispatched the call to police, and that police were in the area, were insufficient to give rise to a duty of care. In so holding, the court noted that “Harvey cannot show that any alleged assurance made by the operator was false, unfulfilled, relied upon, or

made to his detriment.” *Id.* at 38. Of particular significance, the court noted that the plaintiff:

[N]ever received any assurance from the operator that was untruthful or inaccurate... in other words, when the operator told Harvey she had notified police of the situation, she had. When the operator told Harvey the police were in the area and officers were setting up, they were.

Id.

In fact, this very factor distinguished the situation in *Harvey* from previous Supreme Court cases in which the Court held that specific assurances were made to the caller’s detriment “when the operator told the callers police were dispatched when they had not been.” *Id.* at 39 (emphasis added). The Court distinguished these cases as follows:

See Chambers-Castanes, 100 Wn.2d at 279-80, 669 P.2d 451 (police received numerous calls about the incident, did not respond for an hour and a half and, at one point, the operator told the caller than an officer had been dispatched but in fact was not); *Beal*, 134 Wn.2d at 774, 785, 954 P.2d 237 (the caller was told by the operator to wait in her car for the police to arrive, but the police were not dispatched and the caller was shot and killed); *Bratton v. Welp*, 145 Wn.2d at 575, 39 P.3d 959 (the operator told the caller that ‘if her or her family was threatened again that the police would be sent.’ Another call was made to report another threat, however, the operator did not send the police, and the caller was shot).

Id. (emphases added). The fact that no false or unfulfilled promise was made by the 911 operators in *Harvey* was dispositive to the determination that no duty existed:

Unlike *Chambers-Castanes*, *Beal*, and *Bratton*, in this case Harvey never received any assurance from the operator that was untruthful or inaccurate.

Harvey, 157 Wn.2d at 39 (footnotes omitted; emphases added).

Despite this precedent, the Court of Appeals held that a duty existed in the instant case nonetheless, reasoning that: “where the alleged express assurance involved a promise of future action, the Estate is not required to show that the express assurance was false or inaccurate in order to establish the existence of a special relationship.” Opinion at 11.

In reaching this conclusion, the Court of Appeals primarily relied on the *Beal* case, decided by this Court seven years prior to its decision in *Harvey*. *Beal v. City of Seattle*, 134 Wn.2d 769, 784-88, 954 P.2d 237 (1998). Contrary to the reasoning of the Appeals Court, however, *Beal* does not stand for the proposition that the falsity requirement does not apply in cases where the negligence alleged is a failure to act rather than a failure to provide accurate information.

In *Beal*, the plaintiff had obtained a no-contact order against her husband, who had assaulted her the previous week, and who had been harassing and threatening her since. The plaintiff called 911 from a neighbor’s apartment to request a “civil stand-by” so that she could retrieve belongings from the apartment she shared with her husband. The 911 call-taker told the plaintiff that “we’re going to send somebody there”

and “[w]e’ll get police over there for you okay?” The plaintiff told the 911 operator that she would wait outside the apartment. *Id.* at 774.

At least 20 minutes after the call to 911, the plaintiff’s husband came out of the apartment and shot her. Significantly, “By the time of the shootings, no police officer had been dispatched in response to the call for stand-by assistance.” *Id.* In other words, the act promised by 911, that police would be dispatched, was unfulfilled.

The defendant in *Beal* asserted that the operator’s assurances of future action were not sufficient to give rise to a duty of care under the special relationship exception, arguing that an assurance “must have been inaccurate at the time given.” Thus, a “prediction of future acts, with no time requirements is not inaccurate information” sufficient to give rise to a duty, because such a prediction of future acts cannot be considered inaccurate at the time it is made. *Id.* at 786.

The *Beal* court rejected this reasoning, holding that the inaccuracy of a statement, particularly one promising future acts, cannot necessarily be determined at the moment the statement is made. In other words, “a definite assurance of future acts could be given without a specific time frame, with the government then failing to carry out those acts.” *Id.* Thus, a government agency may make a promise to act, and the promise may be

proven false by the agency's subsequent failure to fulfill the promise and perform the promised acts.

Beal does not support plaintiff's proposition that a statement need not be false, inaccurate or unfulfilled to give rise to a duty in 911 cases. In fact, the *Beal* Court's holding actually supports the proposition that the falsity requirement applies to 911 cases such as this one. The *Beal* Court adopted the falsity requirement and explained how it applies in 911 cases where a promise to act is made. *Beal* holds that a promise to act that is unfulfilled is sufficient to satisfy the requirement of falsity and, thus, give rise to a duty of care. As the court stated, the duty created in cases such as *Beal* "involve express assurances which the plaintiff relies upon and the government fails to fulfill." *Id.* at 787 (emphasis added). Accordingly, the holding in *Beal* is consistent with the holdings in *Meaney*, *Babcock*, and *Harvey*, that a promise must be "false," "inaccurate," or "unfulfilled" to give rise to a duty of care.

In *Beal*, the court held that the falsity requirement was satisfied because the promised act remained unfulfilled. 911 promised to send police to the plaintiff's location in compliance with her request but never did. The instant case is distinguishable in two important respects. Initially, the Skagit 911 call-taker here did not promise a future act. She stated that a deputy was on his way. This statement was truthful at the time it was

made. Moreover, even if the call-taker's statement could be interpreted as a future promise to dispatch police, this promise was fulfilled because the deputy was dispatched and did reach Mr. Munich's location.

In keeping with this Court's reasoning in both *Beal* and *Harvey*, no express assurance was made in this case sufficient to give rise to a duty of care, because the 911 call-taker gave no incorrect information and made no unfulfilled promise upon which Mr. Munich could detrimentally rely.

In holding otherwise, the Court of Appeals also reasoned that cases interpreting the special relationship exception all apply the same "three-part test," "privity, express assurance, and detrimental reliance," and do not enunciate falsity or inaccuracy of information as an itemized fourth element. However, this reasoning ignores the fact that the falsity requirement is inherent in the element of detrimental reliance.

If a 911 call-taker provides truthful and accurate information to a caller, the caller cannot prove detrimental reliance because she cannot demonstrate that she was misled into changing her position based on any mis-statement by a 911 operator. Because the caller has not been misled into changing her position, she is in the same position she would have occupied in absence of the 911 call and thus, has not been set apart from the public at large. As such, no special relationship is formed and no duty assumed.

Moreover, assuming that a duty could be created by a truthful statement or fulfilled promise, that duty is complied with in every case because, by definition, the government official acts in compliance with that true or fulfilled statement. It is significant to this point that the parameters of any duty created under the public duty doctrine are “defined at least in part by the nature of the assurances given.” *Beal v. City of Seattle*, 134 Wn.2d at 787. *See, e.g. Torres*, 97 Wn. App. at 78 (an assurance that a police matter would be forwarded to a prosecutor created a duty to do just that – forward the matter to a prosecutor – rather than to provide “constant police protection.”) For example, assuming that any true or fulfilled promise to send a deputy to a caller is sufficient to create a duty of care, the duty created is a duty to do just that – send a deputy to the caller. If the statement or promise is true or fulfilled, by definition, the duty is complied with in every case.

Here, the Estate asserts that, although the “promise” to send a deputy to Mr. Munich’s location was fulfilled, Skagit 911 also had an implied duty to “exercise reasonable care” and ensure that the officer respond in a manner consistent with Munich’s unspoken expectation. Again, however, an express promise, such as a promise to dispatch police, does not give rise to any implied or assumed duty to ensure that the officer responds in any particular manner or within any particular timeframe.

See, e.g. Cummins v. Lewis County, 156 Wn.2d 844, 855-56, 133 P.3d 459 (2006) (no duty arising as a result of a call to 911 for emergency assistance based on the alleged “inherent” assurance that medical assistance will be forthcoming once a call is placed). The parameters of the duty are defined by the express assurance made. *Beal v. City of Seattle*, 134 Wn.2d at 787.

Accordingly, even assuming that some kind of duty was created by Skagit 911’s truthful statement that a deputy was en route, that duty was fulfilled. No additional implied duties, such as a duty to cause the officer to respond in a particular time frame, were expressed or created.

In keeping with both prior precedent of this court as well as the nature of the special relationship exception itself, an express assurance must contain false or inaccurate information, or an unfulfilled promise to act, to give rise to a duty of care under that exception.

V. CONCLUSION

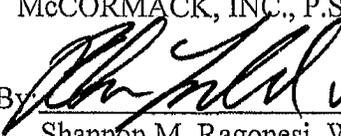
In order to affirm the decisions of the trial and appeals courts in this case, this Court would need to hold that a government employee’s true statement about a public service (e.g., a deputy is en route) gives rise to a duty of care to fulfill the unexpressed, assumed or implied expectations of the recipient of that statement (e.g., a deputy will arrive in a particular amount of time). Not only would such a holding run counter to well-

established precedent of this Court, but it would allow the special relationship exception to swallow the public duty doctrine rule altogether. It would permit liability to be premised on any communication between a government official and a member of the public, regardless of whether that communication inaccurately misled the plaintiff to change his or position in detrimental reliance. A duty to all would become an actionable duty to everyone, and the public duty doctrine would be eviscerated.

Petitioners respectfully request that the Court reverse the trial court's denial of petitioners' motions for summary judgment dismissal.

RESPECTFULLY SUBMITTED this 5th day of December, 2011.

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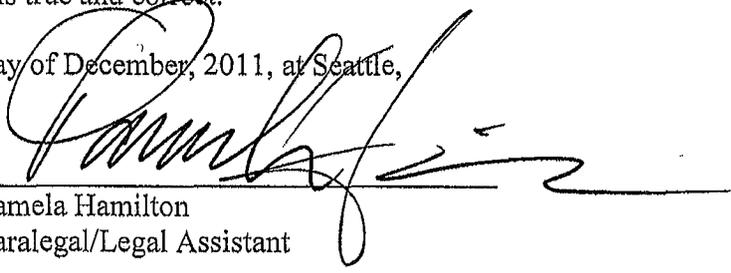
CERTIFICATE OF SERVICE

I, Pamela Hamilton, hereby declare that on this 5th day of December, 2011, I caused to be delivered via the method listed below the document to which this Certificate of Service is attached (plus any exhibits and/or attachments) to the following:

ATTORNEY NAME & ADDRESS	METHOD OF DELIVERY
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Paul H. Reilly, WSBA 10709 Skagit County Prosecuting Attorney 605 S. 3 rd Street Courthouse Annex Mount Vernon, WA 98273-3867 (360) 336-9460 paulr@co.skagit.wa.us	<input checked="" type="checkbox"/> Electronic Mail <input type="checkbox"/> ABC Legal Messenger Service <input checked="" type="checkbox"/> Regular U.S. Mail <input type="checkbox"/> Other:
Mark R. Bucklin, WSBA 761 Shannon M. Ragonese, WSBA 31951 Keating Bucklin & McCormack, Inc., P.S. 800 Fifth Avenue, Suite 4141 Seattle, WA 98104-3175 (206) 623-8861 mbucklin@kbmlawyers.com sragonesi@kbmlawyers.com	<input checked="" type="checkbox"/> Electronic Mail <input type="checkbox"/> ABC Legal Messenger Service <input checked="" type="checkbox"/> Regular U.S. Mail <input type="checkbox"/> Other:

I certify under penalty of perjury, under the laws of the State of Washington, that the foregoing is true and correct.

DATED this 5th day of December, 2011, at Seattle, Washington.


 Pamela Hamilton
 Paralegal/Legal Assistant

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Cc: kc@stritmatter.com; paulr@co.skagit.wa.us; mbucklin@kbmlawyers.com; sragonesi@kbmlawyers.com; Rhianna M. Fronapfel; Duncan K. Fobes
Subject: RE: Skagit Emergency, et al. v. Munich; Cause No. 85984-1

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Subject: Skagit Emergency, et al. v. Munich; Cause No. 85984-1

The following pleading is being filed by:

Duncan K. Fobes, WSBA 14964

Rhianna M. Fronapfel, WSBA 38636

Phone: 206-462-6700

Email addresses: DKF@pattersonbuchanan.com & RMF@pattersonbuchanan.com

Pleading name:

Joint Supplemental Brief of Petitioners Skagit 911, Skagit County and Skagit County Sheriff's Office

Please file with the court, make appropriate photocopies for distribution, and send billing to our office for timely payment.

Do not hesitate to call or email with any questions or comments; thank you! - Pamela

Pamela Hamilton | Paralegal / Legal Assistant

to Erin C. Barmby, Kelly A. Croll, Rhianna M. Fronapfel, & Andrew S. Kamins

Patterson Buchanan Fobes Leitch & Kalzer, Inc., P.S.

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