

## SUMMARY STATEMENT

*GSN Capital, LLC v. Shoshone City & Rural Fire District*  
Docket No. 49279-2021

The Idaho Supreme Court affirmed the district court's judgment dismissing GSN Capital, LLC, dba Sticks + Stones and Dave Zortman's (collectively "GSN") negligence claim against the Shoshone City & Rural Fire District (the "District"). The District responded to a fire near the City of Shoshone. The fire eventually destroyed GSN's property. GSN sued the District, alleging that the District's negligence led to GSN's property being destroyed.

The District moved for summary judgment on GSN's negligence claims. The district court dismissed GSN's claim that the District owed it a duty based on Idaho Code section 31-1401, which concerns the purpose and policy behind fire districts. The district court concluded that genuine issues of fact precluded summary judgment on the other bases that GSN asserted gave rise to a tort duty: (1) that GSN had a special relationship with the District, and (2) that the District assumed a duty in favor of GSN. The district court held a three-day court trial on the duty issue and issued a written decision concluding that the District did not owe GSN a duty under either theory. The district court then entered a judgment dismissing GSN's negligence claim. GSN appealed to the Idaho Supreme Court, arguing that the district court erred (1) because the District owed GSN a statutory duty pursuant to Idaho Code section 31-1401, (2) because the District owed GSN a duty based on a special relationship, and (3) because the District assumed a duty to GSN.

The Court affirmed the district court's judgment dismissing GSN's negligence claim. The Court first clarified the approach to analyzing claims arising under the Idaho Tort Claims Act and held that there is no rigid framework that must be followed when assessing such claims. Next, the Court affirmed the district court's decision that the District did not owe a statutory duty to GSN pursuant to section 31-1401 because that statute did not impose any affirmative duties on the District in favor of GSN. The Court then held that the district court erred in its special relationship analysis but affirmed the district court on an alternative basis. The Court clarified that the special relationship analysis is a two-part analysis that first examines whether the parties had a relationship that involved aspects of custody and control that give rise to an affirmative duty. If those aspects are present, the inquiry then turns to the consideration of seven factors to determine whether policy considerations support imposing an affirmative duty in that circumstance. The Court concluded that GSN failed to demonstrate that the District exercised custody or control over its property and, as such, it failed to establish that it had a special relationship with the District, and the Court affirmed the district court's decision on that basis. The Court also held that the District did not assume a duty to GSN.

\*\*\*This summary constitutes no part of the opinion of the Court, but has been prepared by court staff for the convenience of the public.\*\*\*