

DISTRICT OF COLUMBIA COURT OF APPEALS

Reaves-Bey v. Karr

840 A.2d 701 (D.C. 2004) · No. 03-CV-67 · Decided January 15, 2004

SUMMARY

The District of Columbia Court of Appeals held that the plaintiff's negligence claim, based on the defendants' alleged failure to protect her from a known danger, was subject to the three-year limitations period for negligence and presented a genuine issue of material fact. The court affirmed summary judgment on the wrongful-termination claim because the employment relationship was presumed to be at will and no applicable exception was shown. It reversed summary judgment on the negligence claim and remanded for further proceedings.

CASE DETAILS

COURT	District of Columbia Court of Appeals
WRITING FOR THE COURT	Steadman, Associate Judge; Schwelb, Associate Judge; Washington, Associate Judge
JURISDICTION	District of Columbia
DECIDED	January 15, 2004
DOCKET	03-CV-67
DISPOSITION	other
PROCEDURAL POSTURE	Appellant appealed from the trial court's grant of summary judgment for appellees on negligence and wrongful-termination claims.
STANDARD OF REVIEW	Summary judgment is reviewed de novo; the record and asserted facts are viewed in the light most favorable to the nonmoving party. The nonmovant must counter material factual allegations with sworn assertions of specific facts.
PRECEDENTIAL VALUE	Published precedential opinion
PARTIES	Kishma Reaves-Bey v. Steve Karr, Zoom Courier Service

TOPICS

- negligence
- duty of care
- statute of limitations
- summary judgment
- wrongful termination

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the negligence claim was governed by the three-year limitations period for negligence rather than the one-year limitations period applicable to assault claims.
2. Whether Reaves-Bey presented a genuine issue of material fact on the negligence claim based on appellees' alleged independent duty to protect her from a known danger.
3. Whether Reaves-Bey presented a viable wrongful-termination claim where the employment relationship had no specified duration or limitation on discharge.

HOLDINGS

1. A negligence claim based on an independent duty and distinct alleged breach is not necessarily governed by the limitations period applicable to an underlying assault merely because the claims arise from related conduct. Reaves-Bey's negligence claim was timely under the three-year limitations period for negligence.
2. Reaves-Bey presented sufficient evidence to create a genuine issue of material fact regarding whether appellees negligently exposed her to a known danger and whether that negligence proximately caused the assault and resulting injuries.
3. Summary judgment was proper on the wrongful-termination claim because, absent an express term of duration or limitation on discharge, employment is presumed terminable at will, and no public-policy exception was asserted.

KEY QUOTATIONS

"The allegation of negligence is based on an independent duty; namely, that the appellees breached a duty of care toward her safety by negligently setting up a rendezvous with a person who presented a known danger to her." (703)

"In a negligence action, the plaintiff bears the burden of proof on three issues: the applicable standard of care, a deviation from that standard by the defendant, and a causal relationship between that deviation and the plaintiff's injury." (704)

"Absent 'expression of a specific term of duration' in an employment relationship, there is a presumption that the employment is 'terminable at will by any party at any time.'" (704)

"It has long been settled in the District of Columbia that an employer may discharge an at-will employee at any time and for any reason, or for no reason at all." (705)

FACTUAL BACKGROUND

Reaves-Bey worked as a messenger for Zoom Courier Service, which arranged rendezvous meetings between couriers. After another messenger, George Sharkey, allegedly verbally attacked and threatened Reaves-Bey, she reported the incident to manager Steve Karr, who allegedly acknowledged Sharkey's hostile character and assured her that she would not have to rendezvous with him again. Reaves-Bey was later sent to a rendezvous

with Sharkey, who allegedly physically attacked her, and Zoom terminated her services while she was recovering from her injuries. The written employment agreement did not specify a term of employment or limit on discharge.

PROCEDURAL HISTORY

The trial court granted summary judgment to appellees, treating the negligence claim as subject to the one-year statute of limitations applicable to the related assault claim and rejecting the wrongful-termination claim. The District of Columbia Court of Appeals reversed as to negligence, affirmed as to wrongful termination, and remanded for further proceedings on the negligence claim. The unchallenged summary judgment on the assault claim remained affirmed.

DISPOSITION

other

REMAND INSTRUCTIONS

Remanded for further proceedings on the negligence claim. Summary judgment on the wrongful-termination and assault claims remains affirmed.

CASES CITED

- District of Columbia v. Chinn, 839 A.2d 701 (D.C. 2003)
- Marusa v. District of Columbia, 157 U.S. App. D.C. 348, 484 F.2d 828 (1973)
- McCracken v. Walls-Kaufman, 717 A.2d 346 (D.C. 1998)
- Maddox v. Bano, 422 A.2d 763 (D.C. 1980)
- Mullin v. Wash. Free Weekly, Inc., 785 A.2d 296 (D.C. 2001)
- Saunders v. Nemati, 580 A.2d 660 (D.C. 1990)
- Pannell v. District of Columbia, 829 A.2d 474 (D.C. 2003)
- Avery v. HPCS, Inc., 818 A.2d 175 (D.C. 2003)
- Strass v. Kaiser Found. Health Plan of Mid-Atlantic, 744 A.2d 1000 (D.C. 2000)
- Dantley v. Howard Univ., 801 A.2d 962 (D.C. 2002)
- Carl v. Children's Hosp., 702 A.2d 159 (D.C. 1997) (en banc)