

COPY

CLAIM FOR DAMAGES and WAGES

TO: City of Sultan
319 Main Street
Sultan, WA 98294

PLEASE TAKE NOTICE that Fred Walser, a resident of Snohomish County with a mailing address of PO Box 237, Monroe, WA 98272 hereby asserts a tort claim for damages against The City of Sultan and the herein named tort feasons in the amount of **TEN MILLION DOLLARS (\$10,000,000.00)** plus all attorney fees, costs and expenses.

NATURE OF CLAIM: This claim covers a period from December 1995 through August 2007 with damages continuing through to the present and arises out of acts, omissions, or practices by The City of Sultan, Mayor Ben Tolson, Deborah Knight and other elected, appointed, or contracted officials.

Their individual and collective actions have at all times been under color and authority of law and they have acted with either an intentional disregard of the rights of the claimant or with negligence and indifference to the claimant's constitutional and civil rights. With advance knowledge that their conduct was both unlawful and injurious (through prior training and example) the tort feasons conspired, caused, contributed, or permitted Fred Walser's constitutional rights to be violated, his property rights to employment be forfeited, his work place to be the subject of unlawful harassment and age discrimination, his accrued benefits and entitlements to be

unlawfully withheld, and subjected claimant to repeated acts of emotional distress and defamation ultimately leading to his development of physical illness and emotional distress. The tort feasons further damaged claimant when they made false statements to the media or on computer websites (leading to a false light privacy right violation) and so damaged his professional reputation that future employment or political office is impossible.

BRIEF FACTS: In ~~December 1995~~ ^{January 1996} claimant was employed as the Police Chief for the City of Sultan. He had retired from the Washington State Patrol after a successful career and was personally recruited for the position by then Mayor Robert Broughton. Fred Walser and Mayor Broughton's plan was to expand the police department and increase their level of professionalism (with an eye towards accreditation). Shortly thereafter, C.H. Rowe was elected to the city council and Robert Criswell was appointed to the council. C.H. Rowe, Robert Criswell and Jimmy Porter did not like Mayor Broughton's plans or Fred Walser and wanted to decrease the size of the police department or eliminate it completely and contract with the county for police services. It was their plan (along with an associate of theirs, Ed Boucher who was in a business partnership with another councilmember, Carolyn Easlick and the Father of a future councilmember) to replace Mayor Broughton and eliminate Fred Walser (who by then was a civil service protected chief). For the next several years they engaged in activities directly in support of that objective

(see attached timeline) which caused Fred Walser to suffer damages. These activities continued through the tenure of Mayor Ben Tolson and culminated in two efforts (one in 2004 and one in 2006) to eliminate the police department and get rid of Fred Walser. In the most recent attempt, Mayor Tolson received a letter from the Sheriff's Office (attached) which advised him in order to get rid of Fred Walser, he would have to have "just cause" or have Walser resign since he was civil service and had a legally protected property right to his job. The Mayor and City Attorney then set out on a policy and plan (under color of lawful authority) to force or coerce Fred Walser's resignation by publishing false information about him (and the department), promising him additional benefits if he left and finally threatening him with "bad publicity" and a false "criminal investigations" (arising from a incident that was by then almost two years old) thereby causing Fred Walser damages. Reacting under pressure, duress, and unlawful coercion, Fred Walser tendered the resignation but with an effective date three months in the future. This did not suit the Mayor's plans or needs to have the position vacant immediately so he placed Walser on leave and then began (with the *city* *Administrator*, Deborah Knight's assistance) yet another media/internet campaign to defame and damage Fred Walser with unjustified but non-specific claims of criminal and personal misconduct. Walser attempted to rescind the resignation (as he should have been permitted to do) but the Mayor refused to allow it or allow the council to make that decision (as required under the city's own

personnel and civil service rules) and Walser was denied his right to employment. These acts deprived Fred Walser of his legally protected property right and deprived him of his constitutional rights under color of law or authority. As a result of those activities, Fred Walser also suffered damages.

Claimant has incurred and will continue to incur attorney fees, expenses, and court costs should this claim not be approved.

EVIDENCE SUBMITTED: Attached and incorporated herein by reference are some of the documents received by claimant concerning this claim, correspondence, as well as records of the activity engaged in by the City of Sultan.

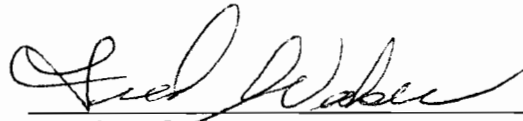
PERSONS WITH KNOWLEDGE: Claimant, his doctors and attorneys, former Mayor Robert Broughton, former Mayor C.H. Rowe, Mayor Ben Tolson, Robert Criswell, Ed Boucher, Derek Boyd, Dusty Boucher, William Trippett, Carolyn Easlick, City Attorney Grafstraa and Beyers, Roy Bysegger, Deborah Knight and others.

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STATE OF WASHINGTON }
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 } ss.
COUNTY OF SNOHOMISH }

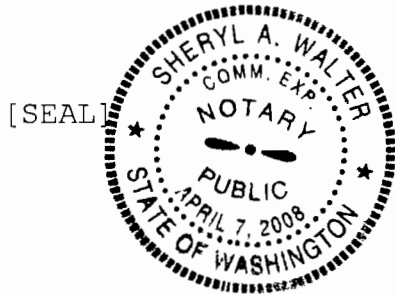
Fred Walser, being first duly sworn on oath, depose and say:
that I am the claimant in the above claim for damages, that I have read
said claim, know the contents thereof, and believe the same to be due.

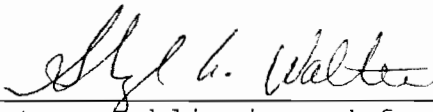
Dated this 9 day of October 2007 at Monroe, WA.



Fred Walser

Subscribed and sworn before me this 9th day of October 2007,

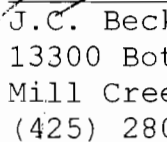




Notary Public in and for the
State of Washington, residing
at Everett, Wa. My commission
expires: 4-7-2008 .

Prepared and submitted through:

THE LAW OFFICES OF:
J.C. BECKER, INC, P.S.



J.C. Becker, WSBA #19350
13300 Bothell-Everett Hwy Suite 604
Mill Creek, WA 98012
(425) 280-2004



SNOHOMISH COUNTY SHERIFF'S OFFICE

Pride in Service to Our Community

R. R. "Rick" Bart
Sheriff

May 9, 2007

Mayor Ben Tolson
Post Office Box 1199
Sultan, Washington 98294-1199

Dear Mayor Tolson,

On behalf of Sheriff Rick Bart and the rest of my staff, I want to thank you for your inquiry into contract law enforcement services with the Snohomish County Sheriff's Office.

Earlier this year our staffs began working together to discuss the issues your city faces and answer many of the questions on the minds of Sultan City officials and citizens. During those conversations we heard that Sultan is considering police service contracting with Snohomish County because of the desire for stable, dependable police budgets, the desire for stability within your police department and community and your desire to continue the future planning and advancement of the Sultan Police Department.

I would like to recap some important points related to police contracting because I believe they speak to the issues Sultan is facing and how the Sheriff's Office can partner with Sultan for everyone's benefit.

Currently Chief Fred Walser is your Police Chief and he serves under civil service rules. That means if for some reason the City of Sultan were to want another Police Chief, Fred would have to resign or the city would be required to adequately document performance issues and terminate him. The Snohomish County Sheriff's Office currently has eight lieutenants. If Sultan were to contract for a lieutenant as chief, it would be able to choose from those lieutenants. If the selected contract chief did not perform as expected, the city could merely ask for another lieutenant. The same holds true with all of the staff assigned to Sultan under a contract. We believe this aspect of contracting gives the city greater local control and flexibility than your current policing model gives you.

Currently the Sultan Police Department has an average tenure of three years for its officers which is the same as the average tenure in the City of Stanwood, which contracts for police services with us.

While the Sultan Police Department is fully staffed at this time its history has proven otherwise. A police services contract would guarantee that Sultan would have the contracted staffing levels without the excessive delays required to test, hire and train new or lateral officers. Here again, contracting provides enhanced local control.

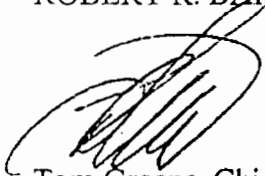
As we have discussed in our presentations, a police services contract would give Sultan the stable, predictable police budget that you are looking for. Our costs provide everything your city would need, including personnel, hiring, training, equipment and vehicles, to include future replacement costs of all of these. The transfer of liability exposure to the County usually represents a savings to contract cities as well, not to mention the accompanying peace of mind. We generally enter into three year service contracts which outline the costs for the life of the contract and we have a record of openly and honestly negotiating contract renewals with all of our contracting partners.

The final issue is local identity. We understand that wearing a uniform or driving a car with local identity is important but even more important to the leadership and citizens of Sultan is the connection your chief and officers have to your community. We support local identity and are very proud of the work done daily by our contract staff to support and connect with the citizens they work with. You will find that each of our contract cities have a connection to their local deputies just as the citizens of Sultan have with their officers.

Again thank you for your time and consideration and feel free to contact me or my staff if you have further questions or we can be of assistance. We stand ready to move forward with you, when you and your City Council are ready.

Sincerely,

ROBERT R. BART, SHERIFF

A handwritten signature in black ink, appearing to read 'Tom Greene', written over a circular stamp or seal.

Tom Greene, Chief
Administrative Services Bureau