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3  
4 IN THE CIRCUIT COURT OF THE STATE OF OREGON  
5 FOR THE COUNTY OF MULTNOMAH

6 HENRY MICHAEL FUHRER,

7 Plaintiff,

8 v.  
9

10 AVIS BUDGET GROUP, INC., AVIS  
11 BUDGET CAR RENTAL, LLC., PV  
12 HOLDING CORP, AB CAR RENTAL  
13 SERVICES, INC., and TADASHI DAVID  
14 EMORI,

Defendants.

**No. 19CV38807**

SECOND AMENDED COMPLAINT  
(Negligence-Damages-PI)

Economic Damages \$1,400,000  
Non-economic Damages \$15,000,000  
Filing Fee: \$834 ORS 21.160(1)(d)

*Not subject to Mandatory Arbitration*

15 Plaintiff, HENRY MICHAEL FUHRER, alleges:

16  
17 **COMMON ALLEGATIONS**

18 **(Parties & Venue)**

19 1.

20 N. Columbia Boulevard is a public road in Portland, Multnomah County, Oregon.

21 2.

22 Defendant AVIS BUDGET GROUP, INC., is a foreign corporation authorized to  
do business in Oregon, including Multnomah County.

23 3.

24 Defendant AVIS BUDGET CAR RENTAL, LLC. is a foreign limited liability  
25 company authorized to do business in Oregon, including Multnomah County.

26 *////*

1 4.

2 Defendant PV HOLDING CORP, is a foreign corporation authorized to do  
3 business in Oregon, including Multnomah County.

4 5.

5 Defendant AB CAR RENTAL SERVICES, INC. is a foreign corporation  
6 authorized to do business in Oregon, including Multnomah County.

7 6.

8 Defendants AVIS BUDGET GROUP, INC., AVIS BUDGET CAR RENTAL, LLC,  
9 PV HOLDING CORP., and AB CAR RENTAL SERVICES, INC., are all affiliated with the  
10 "Avis Budget Group" and are hereinafter referred to as the ("AVIS DEFENDANTS.")

11 7.

12 At all times material hereto, the AVIS DEFENDANTS were in the business of  
13 renting cars to the public. As part of that business, the AVIS DEFENDANTS employ  
14 individuals to conduct vehicle movement operations between authorized locations within  
15 the "Avis Budget Group" portfolio.

16 8.

17 GASPARD DAVID MATEO (MATEO) is an Oregon resident who was driving a  
18 2002 Hyundai Sonata on N. Columbia Boulevard on September 12, 2017 when that  
19 vehicle collided with a van being driven by Defendant TADASHI DAVID EMORI,  
20 hereinafter ("EMORI").

21 9.

22 EMORI is an Oregon resident who was hired by AVIS BUDGET GROUP INC.,  
23 AVIS BUDGET CAR RENTAL, LLC, and/or AB CAR RENTAL SERVICES, INC., to  
24 perform vehicle movement duties on their behalf.

25 10.

26 At all times material hereto, AVIS BUDGET GROUP INC., wholly owned all other  
AVIS DEFENDANTS.

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1 11.

2 AVIS BUDGET GROUP INC. retained the right to control the physical details of  
3 EMORI's work, by requiring EMORI to follow its rules, policies and procedures, Code of  
4 Conduct Work Rules, and Vehicle Use Policy, and by virtue of its role as corporate  
5 parent.

6 12.

7 At all times material hereto, AVIS BUDGET CAR RENTAL, LLC retained the right  
8 to control the physical details of EMORI's work as a result of its direct supervision over  
9 EMORI, and by requiring EMORI to follow its rules, policies and procedures, Code of  
10 Conduct Work Rules, and Vehicle Use Policy.

11 13.

12 At all times material hereto, AB CAR RENTAL SERVICES, INC. retained the  
13 right to control the physical details of EMORI's work as a result of its direct supervision  
14 over EMORI and the payment of EMORI's wages.

15 14.

16 At all times material hereto, EMORI consented to act on behalf of AVIS BUDGET  
17 GROUP, INC., AVIS BUDGET CAR RENTAL, LLC, and AB CAR RENTAL SERVICES,  
18 INC., in performance of the vehicle movement duties for which he was hired.

19 15.

20 At all times material hereto, EMORI was an agent of AVIS BUDGET GROUP,  
21 INC., AVIS BUDGET CAR RENTAL, LLC, and AB CAR RENTAL SERVICES, INC., and  
22 was performing duties within the course and scope of said agency.

23 16.

24 AVIS BUDGET GROUP INC., AVIS BUDGET CAR RENTAL, LLC, and AB CAR  
25 RENTAL SERVICES, INC., are vicariously liable for EMORI's negligence.

26 ////

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1 **COMMON ALLEGATIONS**  
2 **(Facts related to all claims)**

3 17.

4 The van driven by EMORI was identified as a Ford Transit 350 XLT owned by PV  
5 HOLDING CORP.

6 18.

7 Plaintiff was a passenger in the van driven by EMORI.

8 19.

9 On September 12, 2017, EMORI was exiting a lot attempting to make a left turn  
10 onto N. Columbia Blvd.

11 20.

12 At the same time, MATEO was driving generally west and north on N. Columbia  
13 Blvd. when EMORI pulled in front of the MATEO and the vehicles crashed. The collision  
14 caused extensive damage to both vehicles, forcing the van onto its side and causing it  
15 to burst into flames and melt to the roadway.

16 21.

17 Plaintiff was critically injured as a result of the collision. Plaintiff's injuries include:

- 18 a. Broken cervical vertebrae requiring surgical intervention;  
19 b. Multiple ischemic strokes;  
20 c. Traumatic subarachnoid hemorrhage; and  
21 d. Other serious bodily injuries.

22 22.

23 Plaintiff has incurred necessary medical treatment for the injuries suffered in the  
24 collision. The reasonable cost for that medical care is approximately \$1,400,000 (one  
25 million four hundred thousand dollars).

26 23.

Plaintiff also endured physical pain and suffering, disability, and loss of  
enjoyment of regular activities as a result of defendant's negligence. Plaintiff's non-

1 economic damages are an amount to be decided by a jury, not to exceed \$15,000,000  
2 fifteen million dollars.

3 **FIRST CLAIM FOR RELIEF**  
4 **(NEGLIGENCE – EMORI)**

5 24.

6 Plaintiff realleges all paragraphs above.

7 25.

8 EMORI was a cause of the collision described above because he was negligent  
9 as follows:

- 10 a. Driving too fast for the conditions;
- 11 b. Failing to keep a proper lookout;
- 12 c. Entering traffic on N. Columbia Blvd when it was not safe;
- 13 d. Failing to yield the right of way when entering a roadway; and
- 14 e. Making a dangerous left turn.

15 26.

16 Defendant EMORI'S negligence caused plaintiff's injuries and damages as  
17 alleged above.

18 **SECOND CLAIM FOR RELIEF**  
19 **(AVIS DEFENDANTS – NEGLIGENCE)**

20 27.

21 Plaintiff relleges all paragraphs above.

22 28.

23 The AVIS DEFENDANTS were a cause of the collision described above because  
24 they were negligent in that they:

- 25 (a) Failed to train EMORI on the proper operation of the subject vehicle;
- 26 (b) Failed to supervise EMORI while conducting the subject work;
- (c) Failed to select a safe location for the subject work;
- (d) Failed to employ safety measures for the subject work despite knowledge of  
the dangerous nature of the location for the subject work; and

1 (e) Failed to ensure that EMORI followed company procedures for operation of  
2 company vehicles.

3 29.

4 The AVIS DEFENDANTS' negligence caused plaintiff's injuries and damages as  
5 alleged above.

6 **THIRD CLAIM FOR RELIEF**  
7 **(AVIS DEFENDANTS – EMPLOYER LIABILITY LAW)**

8 30.

9 Plaintiff realleges all paragraphs above.

10 31.

11 Plaintiff was directly employed by AVIS BUDGET GROUP, INC., AVIS BUDGET  
12 CAR RENTAL, LLC, and/or AB CAR RENTAL SERVICES, INC.

13 32.

14 The work in which plaintiff was engaged involved risk or danger, including  
15 serious injury or death in driving and moving cars.

16 33.

17 At the time of plaintiff's injuries as alleged, the AVIS DEFENDANTS were  
18 engaged in a common enterprise within the meaning of the Employer Liability Law.

19 34.

20 At the time of plaintiff's injuries, the AVIS DEFENDANTS actually controlled  
21 and/or retained the right to control the work or instrumentality that caused harm to  
22 plaintiff – namely the operation of the subject van and route taken by EMORI.

23 35.

24 At the time of plaintiff's injuries, EMORI was the lead driver in charge of the work  
25 and operation of the subject van.

26 36.

At the time of plaintiff's injuries, the AVIS DEFENDANTS had custody and control  
of the van as a result of their ownership of the van, direct supervision of EMORI, and  
corporate policies and procedures governing operation of the van.

1 37.

2 At the time of plaintiff's injuries, the AVIS DEFENDANTS and EMORI were  
3 negligent in failing to use every device, care and precaution which was practical to use  
4 for the protection and safety of employees. Specifically, these defendants were  
5 negligent in one or more of the following particulars:

- 6 a. Driving too fast for the conditions;
- 7 b. Failing to keep a proper lookout;
- 8 c. Entering traffic on N. Columbia Blvd when it was not safe;
- 9 d. Failing to yield the right of way when entering a roadway; and
- 10 e. Making a dangerous left turn.
- 11 f. Failing to research the safest route for regular vehicle transport;
- 12 g. Selecting an unsafe location for vehicle drop off and shuttling;
- 13 h. Failing to adequately supervise and train shuttle drivers; and
- 14 i. Failing to specifically plan the safest route for returning shuttle drivers from  
the train lot to the car lot.

15 38.

16 Plaintiff's injuries and damages were caused by the AVIS DEFENDANTS' and  
17 EMORI's negligence as alleged.

18 39.

19 The AVIS DEFENDANTS' and EMORI's negligent acts constitute violations of  
20 ORS 654.305.

21 WHEREFORE, Plaintiff prays for the following relief in a judgment against all  
22 Defendants:

- 23 1. For economic damages in a reasonable amount to be determined by a jury  
but not to exceed \$1,400,000 or an amount to be interlineated before trial;
- 24 2. For non-economic damages in a reasonable amount to be determined by a  
25 jury but not to exceed \$15,000,000; and

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3. For his costs and disbursements incurred herein;

GRESHAM INJURY LAW CENTER

*/s/ Thomas Melville /s/*

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Thomas Melville, OSB 971282