

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

HENRY MICHAEL FUHRER,
Plaintiff,

v.

AVIS BUDGET GROUP, INC., AVIS
BUDGET CAR RENTAL, LLC., PV
HOLDING CORP, AB CAR RENTAL
SERVICES, INC., AVIS RENT A CAR
SYSTEM, LLC, CONTINENTAL
CASUALTY COMPANY, GASPAR DAVID
MATEO, GASPAR DAVID PABLO, and
TADASHI DAVID EMORI,
Defendants.

No. 19CV38807

FIRST AMENDED COMPLAINT
(Negligence-Damages-PI)

Economic Damages \$1,400,000
Non-economic Damages \$7,500,000
Filing Fee: \$834 ORS 21.160(1)(d)

Not subject to Mandatory Arbitration

Plaintiff, HENRY MICHAEL FUHRER, alleges:

COMMON ALLEGATIONS

(Parties & Venue)

1.

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

2.

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

3.

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

1 4.

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

4 5.

5 AB CAR RENTAL SERVICES, INC. (AB CAR RENTAL), is a foreign corporation
6 and Plaintiff's employer. On information and belief, AB CAR RENTAL is also the
7 employer of TADASHI DAVID EMORI.

8 6.

9 AVIS RENT A CAR SYSTEM, LLC (AVIS) is a foreign limited liability company
10 authorized to do business in Oregon, including Multnomah County.

11 7.

12 CONTINENTAL CAUSALTY COMPANY (CONTINENTAL) is a foreign insurer,
13 authorized to transact insurance business in Oregon. Continental issued insurance
14 policy, #BUA 7001700830 to defendant PV HOLDING, for the van described in
15 paragraph 11 herein.

16 8.

17 GASPAR 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 TADASHI DAVID EMORI.

20 9.

21 GASPAR DAVID PABLO (PABLO) is an Oregon resident and owner of the 2002
22 Hyundai Sonata being driven by Mateo in the September 12, 2017 collision.

23 10.

24 TADASHI DAVID EMORI (EMORI) is an Oregon resident who, on information
25 and belief, was employed by PV HOLDING or one of the AVIS defendants. At all times
26 material to this Complaint, EMORI was in the course and scope of his employment.

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COMMON ALLEGATIONS
(Facts related to all claims)

11.

“The van” driven by EMORI was identified as a Ford Transit 350 XLT with an assigned vehicle identification number of 1FBZX2YM3HKA51177. On information and belief, the van was owned by PV HOLDING.

12.

Plaintiff was employed by AB CAR RENTAL and in the course and scope of his employment at all material times. Plaintiff was a passenger in the van driven by EMORI.

13.

The car driven by MATEO and the van driven EMORI were involved in a collision on September 12, 2017. The collision caused extensive damage to both vehicles, forcing the van onto its side and causing it to burst into flames and melt to the roadway.

14.

On September 12, 2017, EMORI was exiting a parking lot on the north side of, and at approximately the 9300 block of, N. Columbia Blvd and turning left to travel generally east and south on N. Columbia Blvd.

15.

At the same date & time, MATEO was driving generally west and north on N. Columbia Blvd. approaching the 9300 block of N. Columbia Blvd. when the vehicle MATEO was driving struck the van EMORI was driving.

16.

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

- a. Broken ribs;
- b. Broken cervical vertebrae;
- c. Punctured lungs;
- d. Cranial fracture;
- e. Brain bleeding;
- f. Other bodily injuries.

1 17.

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

5 18.

6 Plaintiff also endured physical pain and suffering, disability, and loss of
7 enjoyment of regular activities as a result of defendant's negligence. Plaintiff's non-
8 economic damages are an amount to be decided by a jury, not to exceed \$7,500,000
(seven million five hundred thousand).

9 **FIRST CLAIM FOR RELIEF**
10 **(Defendant MATEO)**

11 19.

12 Plaintiff realleges and incorporates paragraphs 1-18.

13 20.

14 Defendant MATEO was a cause of the collision described in paragraphs 13-15
15 because he was negligent as follows:

- 16 a. Driving too fast for the conditions;
- 17 b. Failing to maintain control of his vehicle;
- 18 c. Failing to keep a proper lookout;
- 19 d. Operating a vehicle with a suspended license and without an IID.

20 21.

21 Defendant MATEO'S negligence was a substantial factor in bringing about
22 plaintiff's injuries and damages as alleged in paragraphs 16-18.

23 **SECOND CLAIM FOR RELIEF**
24 **(Defendant Pablo)**

25 22.

26 Plaintiff realleges and incorporates paragraphs 1-18.

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1 23.

2 Defendant PABLO knew and was familiar with defendant MATEO, including the
3 fact that MATEO had a suspended driver's license and was driving without an IID when
4 both were required for MATEO to legally operate a vehicle in Oregon. PABLO was also
5 aware that MATEO was a high-risk driver.

6 24.

7 Defendant PABLO was negligent in entrusting his car to MATEO when PABLO
8 knew that MATEO was a reckless, incompetent or dangerous driver.

9 25.

10 This negligent entrustment was a substantial factor in bringing about plaintiff's
11 injuries and damages as alleged in paragraphs 16-18.

12 **THIRD CLAIM FOR RELIEF**
13 **(Defendants EMORI and PV HOLDING)**

14 26.

15 Plaintiff realleges and incorporates paragraphs 1 – 18.

16 27.

17 Defendant EMORI was a cause of the collision described in paragraph 13-15
18 because he was negligent as follows:

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

24 28.

25 Defendant EMORI'S negligence was a substantial factor in bringing about
26 plaintiff's injuries and damages as alleged in paragraphs 16-18.

27 29.

28 Defendant EMORI'S negligence is imputed to his employer, which entity is
29 vicariously liable for damages caused by EMORI's negligence.

1 **FOURTH CLAIM FOR RELIEF**
2 **(Defendant CONTINENTAL)**

3 30.

4 Plaintiff realleges and incorporates paragraphs 1 - 18.

5 31.

6 CONTINENTAL provided a policy of insurance (policy #BUA7001700830) that
7 covered the van described in paragraph 11. This policy was in full force and effect on
8 September 12, 2017 and provided for \$25,000 of uninsured motorist and under-insured
9 motorist coverage.

10 32.

11 Defendants MATEO and PABLO were both under-insured as defined by Oregon
12 law.

13 33.

14 Plaintiff has performed all his obligations under the insurance contract.

15 34.

16 Plaintiff is entitled to under-insured motorist benefits under the terms of Oregon
17 law and the policy described in paragraph 31.

18 35.

19 CONTINENTAL has breached its obligation to plaintiff and has refused to pay the
20 benefits due to plaintiff.

21 36.

22 Plaintiff is entitled to recover his reasonably incurred attorney fees pursuant to
23 ORS 742.061.

24 **FIFTH CLAIM FOR RELIEF**
25 **(Defendants GROUP; AVIS BUDGET; PV HOLDING;**
26 **AB CAR RENTAL; and AVIS RENT A CAR)**

37.

Plaintiff realleges and incorporates paragraphs 1 - 18.

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1 38.

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

4 39.

5 At the time of plaintiff's injuries as alleged, his employer and defendants GROUP,
6 AVIS BUDGET, PV HOLDING, AB CAR RENTAL and AVIS RENT A CAR were
7 engaged in a common enterprise within the meaning of the Employer Liability Law.

8 40.

9 At the time of plaintiff's injuries, defendants GROUP, AVIS BUDGET, PV
10 HOLDING, AB CAR RENTAL and AVIS RENT A CAR actually controlled the work or
11 instrumentality that caused harm to plaintiff – namely the route taken by their employee
12 shuttle driver.

13 41.

14 At the time of plaintiff's injuries, defendants GROUP, AVIS BUDGET, PV
15 HOLDING, AB CAR RENTAL and AVIS RENT A CAR were negligent in failing to use
16 every device, care and precaution which was practical to use for the protection and
17 safety of employees. Specifically, these defendants were negligent in one or more of the
18 following particulars:

- 19 a. Failing to research the safest route for regular vehicle transport;
- 20 b. Failing to adequately train shuttle drivers to use the safest route; and
- 21 c. Failing to specifically plan the safest route for returning shuttle drivers from
22 the train lot to the car lot.

23 42.

24 Plaintiffs injuries and damages were caused by defendants' GROUP, AVIS
25 BUDGET, PV HOLDING, AB CAR RENTAL and AVIS RENT A CAR negligence as
26 alleged.

43.

Defendants GROUP, AVIS BUDGET, PV HOLDING, AB CAR RENTAL and
AVIS RENT A CAR's negligent acts constitute violations of ORS 654.305.

1 WHEREFORE, Plaintiff prays for the following relief in a judgment against Defendant:

- 2 1. For economic damages in a reasonable amount to be determined by a jury
3 but not to exceed \$1,400,000 or an amount to be interlineated before trial;
- 4 2. For non-economic damages in a reasonable amount to be determined by a
5 jury but not to exceed \$7,500,000;
- 6 3. For his reasonable incurred attorney fees; and
- 7 4. For his costs and disbursements incurred herein;

8 GRESHAM INJURY LAW CENTER

9 */s/ Thomas Melville /s/*

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Thomas Melville, OSB 971282