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

HENRY MICHAEL FUHRER,

Plaintiff,

vs.

AVIS BUDGET GROUP, INC.; AVIS
BUDGET CAR RENTAL, LLC; PV
HOLDING CORP; AB CAR RENTAL
SERVICES, INC.; and TADASHI DAVID
EMORI,

Defendants.

Case No. 19CV38807

**DEFENDANTS’ SECOND MOTION
FOR SUMMARY JUDGMENT**

ORAL ARGUMENT REQUESTED

Court Reporting Services Requested
(60 Minutes Estimated)

MOTION

Pursuant to ORCP 47, defendants Avis Budget Group, Inc., Avis Budget Car Rental, LLC, PV Holding Corp, AB Car Rental Services, Inc. (collectively, the “Avis Defendants”), and Tadashi David Emori (“Emori”) (the Avis Defendants and Emori are collectively referred to hereafter as “Defendants”) hereby move for summary judgment on all claims for relief asserted in plaintiff Henry Michael Fuhrer’s (“Plaintiff”) Second Amended Complaint. This Motion is supported by the declarations of Iain Armstrong, Suzanne Panicoe, and Michael Pratt, including the exhibits referenced therein, as filed contemporaneously herewith.

Moreover, this Motion serves to replace Defendants’ first Summary Judgment Motion filed in this case on July 9, 2021. As explained in more detail below, Defendants were required to file this Motion to address new claims, factual allegations, and legal theories asserted in Plaintiff’s Second Amended Complaint.

///

1 **CASE BACKGROUND**

2 **A. The Automobile Accident**

3 On September 12, 2017, Plaintiff was a passenger in a shuttle van driven by his then
4 co-worker, Emori, when the van was struck by a car driven by defendant Gaspar David Mateo
5 (“Mateo”) near the intersection of N. Columbia Boulevard and N. City Dump Road in
6 Portland (the “Accident”). Just prior to the Accident, Emori was attempting to turn left onto N.
7 Columbia Boulevard when the collision occurred with Mateo, who was traveling west bound
8 on N. Columbia Boulevard at the time.

9 Following the Accident, police officers arrested Mateo for his role in the accident and
10 charged him with assault and reckless driving.¹ A collision reconstructionist and investigator
11 with the Portland Police Bureau calculated that Mateo was traveling at approximately 67 miles
12 per hour (the posted speed limit was 40 miles per hour) when his vehicle started skidding just
13 before the Accident.² The police also told Emori that he was not responsible for the Accident
14 and did not issue him any citations or charge him with any crimes.³ Further, the police
15 concluded in their report that “Mateo’s excessive speed caused this collision.”⁴

16 **B. Plaintiff’s Second Amended Complaint**

17 Plaintiff alleges three claims for relief against the Avis Defendants and Emori in his
18 Second Amended Complaint.

19 First, Plaintiff asserts a claim for common law negligence against Emori only (i.e. the
20 first claim for relief).⁵ This claim generally contends that Emori drove negligently and caused
21 the Accident, Plaintiff’s injuries, and Plaintiff’s damages.⁶

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23 ¹ Armstrong Declaration, Exhibit A, p. 20.

24 ² *Id.* at 19.

25 ³ *Id.* at Exhibit B, 87:24-25; 88:1-9.

26 ⁴ *Id.* at Exhibit A, p. 20.

27 ⁵ Plaintiff’s Second Amended Complaint, p. 5, ¶¶24-26.

⁶ *Id.* at p. 5, ¶¶27-29.

1 Second, Plaintiff alleges a common law negligence claim against the Avis Defendants
2 (i.e. the second claim for relief). Specifically, Plaintiff contends that the Avis Defendants
3 caused the Accident by (1) failing to train Emori on the proper operation of the subject
4 vehicle; (2) failing to supervise Emori while working; (3) failing to select a safe location for
5 Emori’s work; (4) failing to employ safety measures for the subject work despite having
6 knowledge of the dangerous nature of the work’s location; and (5) failing to ensure that Emori
7 followed company procedures while operating company vehicles.⁷

8 Third, Plaintiff brings a claim under ORS 654.305 of Oregon’s Employer Liability
9 Law (the “ELL”) against the Avis Defendants (i.e. the third claim for relief).⁸ Specifically,
10 Plaintiff alleges that the Avis Defendants acted negligently by (1) failing to research the safest
11 route for regular vehicle transport; (2) selecting an unsafe location for vehicle drop off and
12 shuttling; (3) failing to adequately supervise and train shuttle drivers; and (4) failing to
13 specifically plan the safest route for returning shuttle drivers from the train lot to the car lot.⁹
14 Plaintiff also alleges that the Avis Defendants bear liability under the ELL by virtue of
15 Emori’s alleged negligent driving.¹⁰

16 **C. The Cast of Characters and their Relationship (or lack thereof) to AB Car Rental**
17 **Services, Inc.’s Shuttle Van Operations**

18 First, Emori was the “lead” shuttle van driver at the time of the accident for AB Car
19 Rental Services, Inc. (“AB”).¹¹ As a lead driver, Emori was responsible for directing a group
20 of drivers, including Plaintiff, on what vehicles are to be taken to different facilities, as well as
21

22 ⁷ Second Amended Complaint, pp. 5-6, ¶¶27-29.

23 ⁸ *Id.* at pp. 6-7, ¶¶30-39.

24 ⁹ *Id.* at p. 7, ¶37(f) through (i).

25 ¹⁰ *See* Second Amended Complaint, p. 7, ¶37(a) through (e) (i.e. driving too fast for the
26 conditions, failing to keep a proper looking, entering traffic on N. Columbia Boulevard
when it was not safe, failing to yield the right of way when entering the roadway, and
making a dangerous left turn).

27 ¹¹ Armstrong Declaration, Exhibit B, 12:10-12.

1 picking up other drivers from one location and transporting them to another.¹²

2 Second, Plaintiff was a driver for AB whose duties consisted of moving cars from
3 Avis' storage lot in Portland out to the various rental agency offices in the metropolitan area.¹³
4 Plaintiff never operated any of AB's shuttle vans.¹⁴

5 Third, defendant AB was both Plaintiff and Emori's employer at the time of the
6 Accident.¹⁵ AB was also the sole entity of the Avis Defendants to execute Avis' shuttle van
7 operations in its Portland office.¹⁶ Aside from AB, none of the other Avis Defendants directed
8 shuttle van drivers on how to operate their shuttle vans, nor did they ensure that AB's shuttle
9 drivers drove in compliance with applicable driving laws.¹⁷ Further, none of the Avis
10 Defendants trained or directed AB's shuttle van drivers on safe driving practices or the
11 specific routes AB's drivers would take when performing their job duties.¹⁸ Should one of its
12 shuttle vans require maintenance or repair work, AB alone determines whether such work is
13 necessary and how it will be handled.¹⁹ Further, none of the other Avis Defendants performed
14 or oversaw any of the maintenance or repair work on AB's shuttle vans.²⁰

15 Fourth, defendant Avis Budget Car Rental, LLC's ("LLC") employee, Michael Pratt
16 ("Pratt"), served as one of Plaintiff and Emori's supervisors at the time of the Accident.²¹
17 While Pratt was involved with general task assignment to AB's drivers, Pratt was not involved
18 in overseeing or determining the methods and decision making details that went into AB

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20 ¹² Armstrong Declaration, Exhibit B, 11:17-22.

21 ¹³ *Id.* at Exhibit C, 21:4-10; Exhibit D.

22 ¹⁴ *Id.* at Exhibit C, 21:11-13.

23 ¹⁵ *Id.* at Exhibit B, 16:22-25; 18:9-12.

24 ¹⁶ Pratt Declaration, ¶10.

25 ¹⁷ *Id.* at ¶ 5.

26 ¹⁸ Pratt Declaration, ¶¶ 4-7.

27 ¹⁹ *Id.* at ¶ 9.

²⁰ *Id.*

²¹ Armstrong Declaration, Exhibit C, 21:20-21; Exhibit B, 63:18-20.

1 employees' completion of their job responsibilities.²² Rather, AB's shuttle drivers follow maps
2 and GPS to determine the routes to use when accomplishing job tasks.²³ Further, LLC does not
3 train AB's drivers on how to drive shuttle vans; rather, shuttle drivers just need to have a valid
4 driver's license and pass a driver record check to be able to operate them.²⁴

5 Fifth, Avis Budget Group, Inc. is the publicly traded holding company for all Avis
6 Budget entities.²⁵ Avis Budget Group, Inc. acts as the parent company for the purposes of
7 issuing stock for exchange and investment to the public.²⁶ Avis Budget Group, Inc. has no
8 direct employees and is not involved whatsoever in overseeing or directing AB employees in
9 the performance of their works tasks associated with shuttle van operations.²⁷

10 Sixth, PV Holding Corp is a nominee titleholder for vehicles within the Avis Budget
11 fleet.²⁸ PV Holding Corp has no direct employees.²⁹ PV Holding Corp holds title to the shuttle
12 van that was involved in the Accident.³⁰ Otherwise, PV Holding Corp is not involved
13 whatsoever in overseeing or directing AB employees in the performance of their works tasks
14 associated with shuttle van operations.³¹

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20 ²² Armstrong Declaration, Exhibit E, 42:15-17.

21 ²³ Pratt Declaration, ¶ 7.

22 ²⁴ Armstrong Declaration, Exhibit E, 10:2-11.

23 ²⁵ *Id.* at Exhibit F, 13:17-19.

24 ²⁶ *Id.* at 14:10-19.

25 ²⁷ *Id.* at 50:17-18.

26 ²⁸ *Id.* at 19:22-20:19.

27 ²⁹ *Id.*

³⁰ *Id.*

³¹ Pratt Declaration, ¶ 10.

1 **D. The Avis Defendants’ Workers’ Compensation Policy and Plaintiff’s Workers’**
2 **Compensation Claim**

3 Each of the Avis Defendants is a named insured under a workers’ compensation policy
4 underwritten by CNA with a policy period of July 1, 2017 to July 1, 2018 (the “Policy”).³²
5 Indeed, Plaintiff asserted a claim under the Policy for injuries and treatment he allegedly
6 incurred due to the accident and received benefits under the Policy.³³

7 **PROCEDURAL HISTORY**

8 **A. Plaintiff’s Extensive History of Amended Complaints**

9 Plaintiff first filed this action on September 5, 2019. Since then, Plaintiff prepared
10 three more amended complaints throughout the case’s history, two of which were filed with
11 the court, respectively, on September 12, 2019, and, over two years later, on September 22,
12 2021.³⁴ The amended complaints name different parties that have since been dismissed from
13 the case, such as at-fault driver Mateo, his father, Gaspar Pablo, and insurance carriers Allstate
14 and Continental Casualty Company, all who have since settled out with Plaintiff. Plaintiff’s
15 Second Amended Complaint also asserts new claims for relief, advances new factual
16 allegations, and relies on new legal theories that significantly broaden the scope of this
17 litigation and change its landscape, as articulated further below.

18 **B. The Timing of Plaintiff’s Request to file a Second Amended Complaint is Telling**

19 The timing of Plaintiff’s request to file its Second Amended Complaint is also worth
20 noting. Plaintiff’s counsel emailed Defendants’ counsel a proposed draft of the Second
21 Amended Complaint on August 2, 2021, the same day as the filing deadline for Plaintiff’s

22 _____
23 ³² Panicoe Declaration, ¶¶ 4-6; Exhibit A.

24 ³³ *Id.* at ¶ 7.

25 ³⁴ Plaintiff also references a different version of his Second Amended Complaint in his
26 Opposition Response to Defendants’ [First] Summary Judgment Motion. Opposition
27 Response, p. 5. As described in the Opposition Response, this version of the Second
Amended Complaint, which purported *inter alia* to dismiss Emori and Avis Rent A Car
System, LLC from the litigation, differs significantly from the filed version of the Second
Amended Complaint entered in this court on September 22, 2021.

1 Response to Defendants’ first Motion for Summary Judgment.³⁵ This timing is telling –
2 Plaintiff recognizes the weaknesses of its arguments in opposing Defendants’ First Summary
3 Judgment Motion and needed a third bite at its complaint to try to avoid case disposition.

4 **C. The New Allegations in Plaintiff’s Second Amended Complaint Necessitated**
5 **Defendants’ New Summary Judgment Motion**

6 While Defendants are not insinuating that Plaintiff’s history of “pleadings gymnastics”
7 in this case violated any procedural rules, this history is nonetheless important to address for
8 the court to understand why Defendants were required to withdraw their original Summary
9 Judgment Motion and file this Motion.

10 For one, Plaintiff’s Second Amended Complaint advances a new liability theory not
11 asserted in any of his prior complaints – that Emori was an “agent” of Avis Budget Group,
12 Avis Budget Car Rental, LLC, and AB Car Rental Services, Inc.³⁶

13 Second, the Second Amended Complaint conveniently omits any allegations relating to
14 Plaintiff’s employment relationship with AB, while Plaintiff’s original Complaint and First
15 Amended Complaint both alleged that “Plaintiff was employed by AB Car Rental and in the
16 course and scope of his employment at all material times.”³⁷ As addressed below, AB is
17 undoubtedly Plaintiff’s employer and, by virtue of providing viable workers compensation
18 coverage to Plaintiff, is entitled to immunity under the “exclusive remedy” provision to
19 Oregon’s workers’ compensation laws.

20 Third, the Second Amended Complaint now alleges that Emori’s own conduct while
21 driving the passenger van is somehow imputed to the Avis Defendants under Plaintiff’s
22 Employer Liability Law claim.³⁸ Conversely, the allegations of negligence supporting
23 Plaintiff’s ELL claim as pleaded in Plaintiff’s original Complaint and First Amended

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25 ³⁵ Armstrong Declaration, Exhibit G.

26 ³⁶ Second Amended Complaint, p. 3, ¶15.

27 ³⁷ Complaint, p. 3, ¶11; First Amended Complaint, p. 3, ¶11.

³⁸ Second Amended Complaint, p. 7, ¶37(a) through (e).

1 Complaint were the Avis Defendants’ failure to research the safest route, failure to adequately
2 train shuttle drivers to use the safest route, and failure to plan the safest route for shuttle
3 drivers.³⁹

4 Fourth, Plaintiff asserts a new claim for relief – a common law negligence claim
5 alleged directly against Emori.

6 In light of Plaintiff’s latest pleading mulligan, Defendants were required to submit this
7 Motion to address the new allegations therein.

8 **POINTS AND AUTHORITIES**

9 **A. Summary Judgment Standard**

10 A court will grant a motion for summary judgment “if the pleadings, depositions,
11 affidavits, declarations, and admissions on file show that there is no genuine issue as to any
12 material fact and that the moving party is entitled to prevail as a matter of law.”⁴⁰

13 No genuine issue as to a material fact exists if, based on the record before the court
14 viewed in a manner most favorable to the adverse party, no objectively reasonable juror could
15 return a verdict for the adverse party on the matter that is the subject of the motion for
16 summary judgment.⁴¹

17 The adverse party has the burden of producing evidence on any issue raised in the
18 motion as to which the adverse party would have the burden of persuasion at trial.⁴²

19 **B. Workers’ Compensation’s “Exclusive Remedy” Provision**

20 Oregon’s workers compensation laws provide the exclusive remedy for workers
21 alleging claims against their employer for on-the-job injuries. The rules establishing the
22 employer’s exemption from liability under the exclusive remedy provision are contained in
23 ORS 656.018(1)(a):

24 _____

25 ³⁹ Complaint, p. 7, ¶40(a) through (c); First Amended Complaint, p. 41, ¶41(a) through (c).

26 ⁴⁰ ORCP 47C.

27 ⁴¹ *Id.*

⁴² *Id.*

1 The liability of every employer who satisfies the duty required by ORS
2 656.017 (1) is exclusive and in place of all other liability arising out of injuries,
3 diseases, symptom complexes or similar conditions arising out of and in the
4 course of employment that are sustained by subject workers, the workers’
5 beneficiaries and anyone otherwise entitled to recover damages from the
6 employer on account of such conditions or claims resulting therefrom,
7 specifically including claims for contribution or indemnity asserted by third
8 persons from whom damages are sought on account of such conditions, except
9 as specifically provided otherwise in this chapter.

6 This exemption from liability extends beyond the employer to also cover the
7 employer’s contracted agents, employees (including co-workers of the injured plaintiff)⁴³,
8 partners, limited liability company members, general partners, limited liability partners,
9 limited partners, officers, and directors of the employer.⁴⁴

10 Dissecting ORS 656.018(1)(a) further, ORS 656.005(13)(a) defines an “employer” as
11 any “person”⁴⁵ that “contracts to pay a remuneration for and secures the right to direct and
12 control the services of any person.” In *Brehm v. Caterpillar, Inc.*, the Oregon Court of Appeals
13 identified several factors relevant to establishing an employment relationship under the “right
14 to control” test of ORS 656.005(13)(a):

- 15 • Whether the employer retains the right to control the details of the method of
16 performance;
- 17 • The extent of the employer’s control over work schedules;
- 18 • Whether the employer has power to discharge the person without liability for
19 breach of contract; and
- 20 • Payment of wages.

21 The *Brehm* court also identified a second test – the “nature of work” test – that should be
22 applied when the aforementioned “right to control” test does “not direct us to the same

23 _____
24 ⁴³ ORS 656.018(3); *See Van Drimmelen v. Berlin*, 148 Or App 21, 27 (1997) (holding that,
25 in analyzing ORS 656.018(3), an injured plaintiff cannot sue his coworker regardless of
26 whether their employer is a “non-complying employer” under ORS 656.578).

26 ⁴⁴ ORS 656.018(3).

27 ⁴⁵ ORS 656.005(23) defines “person” to include “a partnership, joint venture, association,
limited liability company and corporation.

1 result.”⁴⁶ The factors relevant to determining the “nature of work” test are:

- 2 • Whether the work at issue is a regular part of the employer’s business;
- 3 • Whether the work is continuous or intermittent; and
- 4 • Whether the duration of the work is such that it qualifies as hiring for a
- 5 continuing service or as contracting for the completion of a particular job.⁴⁷

6 An employer qualifies for the exclusive remedy provision under ORS 656.018(1)(a) if
7 it maintains assurance with the Director of the Department of Consumer and Business Services
8 that subject workers of the employer will receive compensation for compensable injuries and
9 that the employer is carrier insured.⁴⁸

10 C. Employer Liability Law

11 ORS 654.305 of Oregon’s Employer Liability Law (the “ELL”), mandates that

12 “Generally, all owners, contractors or subcontractors and other persons having
13 charge of, or responsibility for, any work involving a risk or danger to the
14 employees or the public shall use every device, care and precaution that is
15 practicable to use for the protection and safety of life and limb, limited only by
the necessity for preserving the efficiency of the structure, machine or other
apparatus or device, and without regard to the additional cost of suitable
material or safety appliance and devices.”⁴⁹

16 Liability under the ELL can only be imposed on an indirect employer who

17 “(1) is engaged with the plaintiff’s direct employer in a ‘*common enterprise*’;
18 (2) *retains the right to control* the manner or method in which the risk-
producing activity was performed; or (3) *actually controls* the manner or
method in which the risk-producing activity is performed.”⁵⁰

19

20 ⁴⁶ *Brehm v. Caterpillar, Inc.*, 235 Or App 274, 279 (2010) (“[I]t is essential that we
21 consider the factors which make up the ‘nature of work’ test in deciding whether the
control makes the relationship one of master and servant”); *see also Kaiel v. Cultural*
22 *Homestay Institute*, 129 Or App 471, 474 (1994) (“‘nature of work’ test applies where
employment relationship cannot be determined under the ‘right to control’ test”).

23 ⁴⁷ *Brehm*, 235 Or App at 279.

24 ⁴⁸ ORS 656.017(1)(a).

25 ⁴⁹ The Oregon Supreme Court has interpreted “work involving a risk or danger to . . .
employees” under ORS 654.305 to include both the worker’s discrete task and the
26 circumstances under which the worker performs that task. *Woodbury*, 335 Ore. at 161.

27 ⁵⁰ *Woodbury v. CH2M Hill, Inc.*, 335 Ore. 154, 160 (2003) (summarizing *Wilson v. P.G.E.*
Company, 252 Ore. 385, 391-92 (1968)) (emphasis added).

1 These three criteria are assessed further below. However, before delving into whether the
2 indirect employer meets any of these criteria, Oregon appellate courts make clear that
3 identifying the “risk-producing activity” is a necessary first step.⁵¹

4 1. Identifying the “Risk-Producing Activity”

5 Identifying the relevant scope of work for purposes of the ELL requires an initial
6 determination of whether the work involved a risk or danger to the employees or the public.⁵²

7 The Oregon Supreme Court has defined the relevant scope of the work involving risk or
8 danger to include both the worker’s discrete task and the circumstances under which the
9 worker must perform that task.⁵³

10 In *Sanford v. Hampton Res., Inc.*, the plaintiff sustained injuries when a piece of heavy
11 equipment he was operating fell off a bridge on the defendant-indirect employer’s land.⁵⁴ The
12 indirect employer had also designed and built the bridge in question.⁵⁵ The *Sanford* court
13 defined the risk-producing activity in that case as “driving heavy equipment to the logging site
14 across the railcar bridge” and “not the bridge itself.”⁵⁶

15 In *Woodbury v. CH2M Hill, Inc.*, the defendant-contractor had instructed the plaintiff’s
16 direct employer-subcontractor to install a pipe as part of a construction project.⁵⁷ Much of the
17 pipe was installed underground and several feet had to be installed over a sunken stairway and

18 ⁵¹ See *Sanford v. Hampton Res., Inc.*, 298 Ore. App. 555, 572 (2019) (“Thus, we must initially
19 identify the work involving risk or danger over which [the indirect employer] must have
20 retained a right to control”); see also *Yeatts v. Polygon Northwest Co.*, 360 Ore. 170, 179
21 (2016) (defining, “[a]t the outset,” the risk-producing activity before engaging in an analysis
22 of each of “common enterprise,” “actual control,” and “retained right to control” criteria);
Cortez v. Nacco Material Handling Group, Inc., 356 Ore. 254, 272-273 (2014) (identifying the
23 risk-producing activity before analyzing the indirect employer’s liability under the “common
24 enterprise” and “actual control” theories of liability).

23 ⁵² *Woodbury*, 335 Ore. at 161.

24 ⁵³ *Id.*

25 ⁵⁴ *Sanford*, 298 Ore. at 557.

26 ⁵⁵ *Id.* at 569.

26 ⁵⁶ *Id.* at 573.

27 ⁵⁷ *Woodbury*, 335 Or. at 161.

1 corridor that was approximately ten feet below ground level. The plaintiff’s direct employer
2 constructed a plywood platform to facilitate the installation of that section of pipe and, after
3 the installation work was complete, the plaintiff began to dismantle the platform but lost his
4 balance and fell onto the corridor below.⁵⁸ Under those circumstances, the Supreme Court
5 explained that the “‘work involving a risk or danger’ included requiring plaintiff to work at
6 height during the assembly, use, and disassembly of the platform.”⁵⁹

7 In *Yeatts v. Polygon Northwest Co.*, a general contractor subcontracted with the
8 plaintiff’s employer to perform framing work on a residential development.⁶⁰ The plaintiff’s
9 direct employer decided to use guardrails and constructed them as a fall protection system at
10 the work site. While framing an exterior wall on the third floor of one of the residences, the
11 plaintiff, who was kneeling down facing a guardrail, leaned against the guardrail in an attempt
12 to push himself into a standing position.⁶¹ The guardrail gave way and the plaintiff fell nearly
13 20 feet to a concrete surface below.⁶² In that case, the Supreme Court determined that the risk-
14 producing activity was correctly identified as “plaintiff’s framing work at a dangerous height
15 above a concrete surface.”⁶³

16 2. “Common Enterprise”

17 The “common enterprise” category applies in circumstances where employees of the
18 defendant and employees of the plaintiff’s direct employer have intermingled duties and
19 responsibilities in performing the risk-creating activity or where equipment that the defendant
20 controls is used in performing that activity.⁶⁴ The intermingling of duties and responsibilities
21 “must consist of more than a common interest in the economic benefit from the enterprise” for

22 ⁵⁸ *Id.* at 158.

23 ⁵⁹ *Id.* at 162.

24 ⁶⁰ *Yeatts*, 360 Or. at 173.

25 ⁶¹ *Id.* at 177.

26 ⁶² *Id.*

26 ⁶³ *Id.* at 179 (internal quotation marks omitted).

27 ⁶⁴ *Yeatts*, 360 Or. at 180.

1 liability to exist under the “common enterprise” doctrine.⁶⁵

2 A “common enterprise” exists if: (1) both the direct (plaintiff’s employer) and the
3 indirect (defendant) employer participate in a project of which the defendant employer’s
4 operations are an integral or component part; (2) the work must involve a risk or danger; (3)
5 the plaintiff must be an “employee” of the defendant employer, and (4) the defendant must
6 have charge of or responsibility for the activity or instrumentality that causes the plaintiff’s
7 injury.⁶⁶

8 In *Yeatts*, the Supreme Court concluded that there was no common enterprise between
9 the plaintiff’s direct employer and the indirect employer. The *Yeatts* court based its holding on
10 the fact that there was no evidence that the indirect employer’s “employees or equipment were
11 engaged or used in framing work on the project or in the design, assembly, or maintenance of
12 the guardrail that failed.”⁶⁷

13 In *Sacher v. Bohemia, Inc.*, the Supreme Court ruled that a “common enterprise” did
14 not exist between the direct and indirect employers.⁶⁸ The *Sacher* plaintiff was a direct
15 employee of Cascade, a manufacturer of broom handles.⁶⁹ Cascade contracted with defendant-
16 indirect employer Bohemia, a lumber producer, to install and operate a broom handle
17 production line at one of Bohemia’s mills.⁷⁰ The plaintiff was injured when he tried to remove
18 a piece of wood that had lodged in the saw blades of Cascade’s production line.⁷¹ Bohemia’s
19 employees assisted in the operation by producing the scrap wood that Cascade used for

20 ⁶⁵ *Id.*

21 ⁶⁶ *Sacher v. Bohemia, Inc.*, 302 Ore. 477, 486-87 (1987). To satisfy the third factor, a plaintiff
22 must be “(1) an ‘adopted’ employee . . . ; 2) an ‘intermingled employee’ . . . ; or 3) an
23 employee of an independent contractor hired by the defendant where the defendant retains or
exercises a right to control the risk creating activity or instrumentality.” *Id.* at 486.

24 ⁶⁷ *Yeatts*, 260 Ore. at 182.

25 ⁶⁸ *Sacher*, 302 Ore. at 487-488.

26 ⁶⁹ *Id.* at 479.

27 ⁷⁰ *Id.* at 480.

⁷¹ *Sacher*, 302 Ore. at 481.

1 making the broom handles, supplying the conveyors used to bring the waste wood the Cascade
2 operation, forklifting completed bins of broom handles to the yard for loading, occasionally
3 sharpening Cascade’s saws, and having the contractual right to approve all hiring of
4 employees to work in Cascade’s broom handle operation.⁷² However, despite those
5 connections, the Supreme Court concluded that there was no evidence that Bohemia was
6 engaged in a common enterprise with Cascade with respect to the broom handle production
7 unit that caused plaintiff’s injury.⁷³ The court held that there was no common enterprise
8 because “[p]laintiff was not injured because of a failure on Bohemia’s part to take proper
9 precautions regarding its own equipment . . . or employees.”⁷⁴

10 3. “Retained Right to Control”

11 To establish a defendant’s right to control the pertinent risk-producing activity, a
12 plaintiff must “identify some source of legal authority for that perceived right.”⁷⁵ That source
13 may be statutory or contractual.⁷⁶

14 In *Yeatts*, the Supreme Court concluded that the direct employer “retained the right to
15 control” the risk producing activity based on certain provision in the underlying subcontract.⁷⁷
16 The subcontract between the general contractor-indirect employer and the framer contractor-
17 direct employer provided that the framer would be “primarily responsible for safety measures
18 for the framing work and required it to protect Polygon from liability for injuries that might
19 befall the [subcontractor]’s employees doing that work.”⁷⁸ However, the subcontract also

20 _____
21 ⁷² *Id.* at 487.

22 ⁷³ *Id.* at 487.

23 ⁷⁴ *Id.* (footnote omitted).

24 ⁷⁵ *Yeatts*, 360 Or. at 184 (citing *Boothby v. D.R. Johnson Lumber Co.*, 341 Ore. 35, 41
(2006)).

25 ⁷⁶ *See, e.g., Boothby*, 341 Ore. at 41 (basing defendant’s right to control on “specific
[contractual] provisions”).

26 ⁷⁷ *Yeatts*, 360 Ore. at 192.

27 ⁷⁸ *Yeatts*, 360 Ore. at 184.

1 specified that the direct employer “retained some right to control the framing work, including
2 related safety matters.”⁷⁹ For example, the direct employer was required to comply with “any
3 safety measures requested by [Polygon],” and Polygon’s Accident Prevention Plan also
4 required Polygon to inspect the construction site daily for safety hazards.⁸⁰ The Oregon
5 Supreme Court held that

6 “retention of the rights to require additional safety measures, and to inspect the
7 work site in its entirety, particularly in the absence of a contractual provision
8 that placed sole responsibility for safety measures on [the subcontractor],
constituted sufficient evidence that Polygon retained the right [to] control . . .
so as to preclude summary judgment.”⁸¹

9 4. “Actual Control”

10 Liability under the actual control test is triggered only if the defendant actually controls
11 the manner and method – that is, how – the plaintiff or the plaintiff’s employer performs the
12 risk-producing activity.⁸²

13 In *Yeatts*, the court concluded that the indirect employer had not exercised “actual
14 control” over the risk producing activity because (1) the underlying subcontract assigned to the
15 direct employer the responsibility of assembling and maintain the fall protection system; (2)
16 the direct employer’s employees did in fact assemble and maintain the guardrail that failed; (3)
17 the direct employer decided to use guardrails for fall protection; and (4) the indirect
18 employer’s superintendents did not actually physically inspect the guardrails to determine
19 whether they were properly assembled and maintained.⁸³

20 In *Woodbury*, the court held, in the context of a summary judgment ruling, that there

21 _____
22 ⁷⁹ *Id.*

23 ⁸⁰ *Yeatts*, 360 Ore. at 185.

24 ⁸¹ *Id.* at 192.

25 ⁸² *See Wilson v. P.G.E. Company*, 252 Ore. 385, 398 (1968)) (concluding that defendant had
26 not exercised actual control over work involving risk or danger because defendant’s “only
exercise of control was for the purpose of securing the ultimate result for which defendant had
contracted,” and there was “no evidence of an attempt by defendant to control the method and
manner of the work”).

27 ⁸³ *Yeatts*, 360 Ore. at 183.

1 was sufficient evidence to create a triable issue of fact as to whether the defendant was liable
2 under the ELL because it actually controlled the manner or method in which the risk-
3 producing activity was performed. The *Woodbury* court based its holding, in particular, on the
4 fact that the direct and indirect employers “jointly decided to use a fixed wooden platform
5 consisting of boards and plywood sheets.”⁸⁴

6 **ARGUMENT ON SUMMARY JUDGMENT MOTION #1**

7 **PLAINTIFF’S CLAIMS AGAINST DEFENDANTS EMORI AND AB CAR**
8 **RENTAL SERVICES, INC. ARE BARRED BY THE EXCLUSIVE REMEDY**
9 **PROVISIONS TO ORS 656.018**

10 Both Emori and AB Car Rental Services, Inc. are immune from liability in this case
11 because they are both subject to Oregon’s exclusive remedy provision under ORS
12 656.018(1)(a).

13 **A. AB Car Rental Services, Inc. is Plaintiff’s Direct Employer and a “Complying**
14 **Employer” Under ORS 656.017(1)(a)**

15 AB Car Rental Services, Inc. is immune from liability in this case under ORS
16 656.018(1)(a)’s exclusive remedy provision because AB is Plaintiff’s direct employer. Further,
17 AB meets the definition of a complying employer under ORS 656.017(1)(a) because AB was a
18 carrier-insured employer at the time of the Accident.

19 For one, AB qualifies as Plaintiff’s “employer” under ORS 656.005(13)(a), as well as
20 the “right to control” and “nature of work” tests articulated in *Brehm*. There is no issue of fact
21 that AB satisfies the “renumeration” prong to ORS 656.005(13)(a)– Plaintiff’s pay stubs show
22 that his wages were paid by AB and Plaintiff’s 2017 W-2 lists AB as his employer.⁸⁵ Plaintiff

23

24 ⁸⁴ *Woodbury*, 335 Ore. at 162. The court also based its holding on the fact that the indirect
25 employer’s representative provided detailed on-site instructions as to how a pipeline
26 should be constructed, as well as the representative addressing jointly with the direct
27 employer what was required to facilitate work on the part of the pipeline that spanned the
underground concrete corridor. *Id.* at 162-163.

⁸⁵ Armstrong Declaration, Exhibit D; Exhibit H.

1 also concedes in his Opposition Response to Defendants’ First Summary Judgment Motion
2 that “the remuneration prong of the ORS 656.018 ‘employer’ test is satisfied.”⁸⁶ As for
3 *Brehm’s* “right to control” test, the record supports that there is no genuine issue of material
4 fact as to three of the four factors to that test:

- 5 • “*Whether the employer retains the right to control the details of the method of*
6 *performance*”;
 - 7 ○ One of Emori’s job responsibilities as the lead shuttle driver for AB
8 was to direct and instruct other shuttle drivers, including Plaintiff, to
9 perform work tasks, including what vehicles are to be taken to the
10 different facilities.⁸⁷ These facts alone support that AB, as Plaintiff’s
11 employer, retained the right to control the details of the method of
12 Plaintiff’s performance by virtue of Emori, Plaintiff’s coworker at AB,
13 possessing the right to instruct Plaintiff on how to perform Plaintiff’s
14 work.
 - 15 ○ While the record also supports that LLC employee Michael Pratt acted
16 as Plaintiff’s supervisor, this does not create a genuine issue of fact on
17 the “right to control” issue. After all, there is no legal authority
18 supporting the proposition that a particular entity cannot qualify as an
19 “employer” under ORS 656.005(13) just because a second entity
20 might *also* retain the right to control the details of the method of
21 Plaintiff’s performance.
 - 22 ○ There is also no issue of fact that the LLC does not meet the definition
23 of Plaintiff’s “employer” under ORS 656.005 because there is no
24 evidence in the record that the LLC paid wages or “remuneration” to

25 _____
26 ⁸⁶ Plaintiff’s Opposition Response to Defendants’ [First] Motion for Summary Judgment,
p. 6, lines 23-24.

27 ⁸⁷ Armstrong Declaration, Exhibit B, 11:17-22; Exhibit E, 57:3-7.

1 Plaintiff. Plaintiff had to have been employed by *somebody* and AB is
2 the only Avis Defendant with evidence to satisfy both the
3 “renumeration” and “right to control” prongs to ORS 656.005’s
4 “employer” definition.

5 • “*The extent of the employer’s control over work schedules*”
6 ○ Plaintiff will attempt to create a factual issue here by relying on a
7 “distribution schedule indicating hours to be worked.”⁸⁸ However,
8 there is no evidence in the record supporting which of the Avis
9 Defendants prepared the distribution schedule. More importantly, Pratt
10 and Avis Budget Car Rental, LLC do not mandate that tasks assigned
11 to AB drivers be performed by particular deadlines specified by the
12 LLC.⁸⁹ Further, as discussed above, at least part of every AB driver’s
13 daily work schedule is dictated by the directives given to them by
14 AB’s lead shuttle driver, Emori.

15 • “*Whether the Employer has Power to Discharge the Person Without Liability*
16 *for Breach of Contract*”
17 ○ Here, AB concedes that an issue of fact exists as to whether it had the
18 power to discharge Plaintiff from his position.

19 • “*Payment of Wages*”
20 ○ There is no factual dispute that AB, and AB alone, paid Plaintiff his
21 wages.

22 In sum, of the four factors cited by the *Brehm* court to weigh when applying the “right to
23 control” test, Plaintiff will not be able to offer evidence to create a genuine issue of fact as to
24 whether AB (1) retains the right to control the details of the method of Plaintiff’s performance;

25 _____
26 ⁸⁸ Plaintiff’s Opposition to Avis Defendants’ [First] Motion for Summary Judgment, p. 18,
lines 5-7.

27 ⁸⁹ Pratt Declaration, ¶8.

1 (2) controls Plaintiff’s work schedule; and (3) pays Plaintiff his wages.

2 To the extent the court is not convinced that the “right to control” test supports that AB
3 is Plaintiff’s direct employer, the *Brehm* court requires the application of the “nature of work”
4 test for clarification. Here, the record supports that AB satisfies each of the three prongs to that
5 test:

- 6 • *“Whether the work at issue is a regular part of the employer’s business”*
 - 7 ○ AB’s role within the Avis organization is to maintain the fleet,
8 including prepping the vehicles as they come in and out, as well as
9 moving the vehicles from location to location.⁹⁰ At the time of the
10 Accident, Emori was returning fleet drivers, including Plaintiff, to the
11 Avis administrative building after Plaintiff had moved a vehicle to the
12 rail yard. As such, the record supports that the work at issue was a
13 regular part of AB’s business.
- 14 • *“Whether the work is continuous or intermittent”*
 - 15 ○ The primary role of AB within the Avis organization is to maintain the
16 vehicle fleet, including moving rental vehicles from location to
17 location, as Plaintiff had done just prior to Emori picking him up in
18 the shuttle van to return to the admin building on the date of the
19 Accident.⁹¹
- 20 • *“Whether the duration of the work is such that it qualifies as hiring for a
21 continuing service or as contracting for the completion of a particular job”*
 - 22 ○ To accomplish the work in question, AB was required to hire
23 employees who could perform the work daily.⁹² The record is devoid
24 of any evidence supporting that AB hired employees to only perform

25 _____
⁹⁰ Armstrong Declaration, Exhibit F, 23:4-10; Exhibit B 32:17-25, 33:1-9.

26 ⁹¹ *Id.*

27 ⁹² Armstrong Declaration, Exhibit F, 23:4-10; Exhibit B 32:17-25, 33:1-9.

1 specified work with a known end date, such as hiring seasonal or
2 temporary workers.

3 Second, AB constitutes a “complying employer” under ORS 656.017(1)(a). AB
4 extended workers’ compensation coverage to employees such as Plaintiff, and Plaintiff
5 successfully filed for, and received, workers’ compensation benefits in this case under AB’s
6 workers’ compensation policy relating to the accident.

7 **B. Emori was Plaintiff’s Co-Worker at AB Car Rental Services, Inc.**

8 The record is clear that, like Plaintiff, Emori was an employee of AB at the time of the
9 Accident.⁹³ Emori and Plaintiff were coworkers at AB as evidenced by their collaborating on
10 work tasks for the benefit of AB’s business operations. Further, like Plaintiff, AB paid Emori
11 his wages according to his pay stubs and Emori’s employer is identified on his W-2 as AB.

12 Because there is no genuine issue of material fact as to whether Emori was Plaintiff’s
13 coworker at AB, Emori is entitled to the immunity afforded by the exclusive remedy provision
14 of Oregon’s workers’ compensation laws.

15 **ARGUMENT ON SUMMARY JUDGMENT MOTION #2**

16 **PLAINTIFF’S DIRECT NEGLIGENCE CLAIM AGAINST EMORI (FIRST**
17 **CLAIM FOR RELIEF)**

18 Plaintiff asserts what appears to be a direct negligence claim against Emori, though it is
19 unclear.⁹⁴ Assuming so, for the reasons articulated above, Emori is immune from liability in
20 this case under the exclusive remedy provision to ORS 656.018 because he was Plaintiff’s
21 coworker at the time of the Accident. Even if Plaintiff intended to assert this claim as one of
22 vicarious liability against the Avis Defendants, Plaintiff is still precluded from naming Emori
23 as the liable defendant under this claim by virtue of the exclusive remedy provision.

24 ///

25 _____
26 ⁹³ *Id.* at Exhibit B, 16:22-25, 17:25, 18:1-12.

27 ⁹⁴ *See* Second Amended Complaint, p. 5, ¶24-26 (naming only Emori as the party against whom Plaintiff’s negligence claim is asserted).

1 Blvd when it was not safe.”¹⁰¹ The record supports that, at the moment Emori entered onto N.
2 Columbia Blvd, it was safe for him to do so until Mateo lost control of his vehicle after driving
3 between 65 and 70 miles per hour (the posted speed limit was 40 miles per hour), leaving a
4 trail of 130 feet of skid marks on the road before impacting Emori’s shuttle van.¹⁰²

5 Fourth, Plaintiff alleges in his first claim that Emori “failed to yield the right of way
6 when entering a roadway.”¹⁰³ As discussed above, at-fault driver Mateo’s estimated speed
7 before he lost control of his vehicle was between 65 and 70 miles per hour, or 25 to 30 miles
8 per hour over the posted speed limited of 40 miles per hour. Moreover, ORS 811.260(15)
9 requires, in part, that drivers approaching a stop sign to yield the right of way to any vehicle
10 that is close enough to constitute an immediate hazard during the time when the driver is
11 moving across the intersection. When Emori entered the intersection, he observed Mateo’s
12 vehicle approximately 200 to 300 feet away,¹⁰⁴ a distance which does not constitute an
13 immediate hazard such that Emori was required to yield the right of way to Mateo, especially
14 in light of Mateo’s speeding and reckless driving.

15 Fifth, Plaintiff alleges in his first claim that Emori made “a dangerous left turn.”¹⁰⁵ As
16 stated above, Plaintiff initiated his left turn when Mateo was approximately 200 to 300 feet
17 away. Moreover, both the police and Emori estimated Mateo’s speed at between 65 and 70
18 miles per hour before Mateo lost control of his vehicle, skidded 130 feet, and collided with
19 Emori’s shuttle van. These facts leave no doubt that Emori’s left hand turn was performed
20 safely but for Mateo’s speeding, loss of control of his vehicle, and overall reckless driving.

21 Lastly, there is no evidence in the record that Emori’s driving somehow caused the
22 Accident. Plaintiff will presumably rely on his deposition testimony that Emori “pulled out in

23

24 ¹⁰¹ Second Amended Complaint, p. 5, ¶25(c).

25 ¹⁰² Armstrong Declaration, Exhibit B, 46:5-12; Exhibit A, p. 18-25.

26 ¹⁰³ Second Amended Complaint, p. 5, ¶25(d).

27 ¹⁰⁴ Armstrong Declaration, Exhibit B, 79:15-21.

¹⁰⁵ Second Amended Complaint, p. 5, ¶25(e).

1 front” of Mateo and that this conduct contributed to the cause of the Accident. However, this
2 testimony is not only ambiguous but also unreliable. Plaintiff testified that he “didn’t notice
3 how [Emori] was driving.” The term “pulled out in front of” is also ambiguous as to whether
4 there was any impropriety in this conduct. After all, there’s no indication in this term as to the
5 amount of distance there was between Emori and Mateo’s vehicles when Emori initiated his
6 turn.

7 **ARGUMENT ON ALTERNATIVE PARTIAL SUMMARY JUDGMENT MOTION**
8 **#2 TO SUMMARY JUDGMENT MOTION #2**

9 **PLAINTIFF’S VICARIOUS LIABILITY CLAIM AGAINST PV HOLDING CORP**
10 **AND AB CAR RENTAL SERVICES, INC. (FIRST CLAIM FOR RELIEF)**

11 To the extent the court construes Plaintiff’s first claim for relief to be one of vicarious
12 liability against the Avis Defendants, and to the extent the court concludes that one or more
13 issues exist that preclude summary judgment of the entirety of Plaintiff’s first claim for relief,
14 Defendants move in the alternative to Motion #2 above for partial summary judgment on the
15 basis that there is no genuine issue of material fact that defendants PV Holding Corp and AB
16 Car Rental Services, Inc. cannot be held vicariously liable for Emori’s alleged conduct.

17 First, Plaintiff’s Second Amended Complaint does not allege that an employment or
18 agency relationship existed between Emori and PV Holding Corp, a necessary element to a
19 vicarious liability claim. Even if Plaintiff had pled such a relationship, the record supports that
20 such a relationship never existed. For one, PV Holding Corp has no functional responsibilities
21 other than being a titleholder of the vehicles in Avis’ fleet, including the subject shuttle van.¹⁰⁶
22 Additionally, PV Holding Corp does not have any employees.¹⁰⁷

23 Second, as articulated above, AB Car Rental Services, Inc. is immune from liability by
24 virtue of the exclusive remedy provision under ORS 656.018(1)(a).

25 ///

26 ¹⁰⁶ Armstrong Declaration, Exhibit F, 20:2-9.

27 ¹⁰⁷ *Id.*

1 **ARGUMENT ON SUMMARY JUDGMENT MOTION #3**

2 **PLAINTIFF’S NEGLIGENCE CLAIM AGAINST THE AVIS DEFENDANTS**

3 **(SECOND CLAIM FOR RELIEF)**

4 Defendants move for summary judgment on Plaintiff’s second claim for relief against
5 the Avis Defendants on the basis that there is no genuine issue of material fact that (1) the
6 Avis Defendants did not breach any duty owed to Plaintiff; and (2) the sole, legal cause of the
7 Accident was at-fault driver Mateo’s speeding and reckless driving.

8 Plaintiff’s allege the Avis Defendants caused the Accident by failing to train and
9 supervise Emori, failing to select a safe location for the subject work, failing to employ safety
10 measures despite knowledge of the dangerous nature of the location where the Accident
11 occurred, and failing to ensure that Emori followed company procedures when operating the
12 subject shuttle van.

13 The record lacks evidence supporting that the Avis Defendants knew or should have
14 known before the Accident that (1) Emori required training to properly operate the shuttle van;
15 (2) Emori needed supervision while operating the shuttle van; (3) that the location of the
16 Accident was inherently unsafe; (4) that safety measures in or around the Accident locale were
17 necessary; or (5) that there was anything about Emori’s driving history that required the Avis
18 Defendants to ensure his compliance with company procedures. However, the record does
19 contain evidence supporting the following:

- 20 • The Avis Defendants had no reason to believe that Emori did not know how to
21 properly operate the shuttle van before the Accident, or needed supervision while
22 operating the shuttle van.
- 23 ○ While working for AB, Emori was involved in one driving incident before the
24 Accident – a low speed impact with a coworker’s vehicle in a parking lot near
25 Avis’ administrative building on September 12, 2016.¹⁰⁸ The nature of this
26 incident was such that the police were not notified.

27 ¹⁰⁸ Armstrong Declaration, Exhibit I.

- 1 ○ Emori had a valid Oregon driver’s license at the time of the Accident and had
2 no serious moving-related violations in his pre-Accident driving history.¹⁰⁹
- 3 ● The Avis Defendants had no reason to believe that the intersection whereat the
4 Accident occurred presented a greater safety hazard than the commonplace hazards
5 inherent to driving any vehicle in any location.
- 6 ○ While true that Emori testified at his deposition that he believed the subject
7 intersection to be a “dangerous” location, Emori does not have any direct
8 knowledge of prior auto accidents or “close calls” at the intersection before the
9 Accident.¹¹⁰
- 10 ● The Avis Defendants could not have employed safety measures to prevent the
11 Accident.
- 12 ○ Again, the evidence is overwhelming that the sole cause of the Accident was
13 Mateo’s speeding and subsequent loss of control of his vehicle.
- 14 ○ Plaintiff will presumably argue that the Avis Defendants could have prevented
15 the Accident by requiring AB drivers to turn right instead of left onto N.
16 Columbia Blvd. However, Emori testified that of the hundreds of times he has
17 driven from the rail yard to the administrative building, that he has only turned
18 right on to N. Columbia Blvd approximately three times, and that the reason he
19 turned right was not out of safety concerns but because he “wanted to be gone
20 longer and take a scenic route back.”¹¹¹ Emori also testified that turning right
21 instead of left onto N. Columbia Blvd made for a longer route back to the
22 admin building.¹¹²

23 There is also no evidence in the record to create a *genuine* issue of material fact as to

24 _____
25 ¹⁰⁹ *Id.* at Exhibit B, 74:25, 75:1-2; Exhibit J.

26 ¹¹⁰ *Id.* at Exhibit B, 50:16-25, 51:1-8.

27 ¹¹¹ *Id.* at 97:9-25, 98:1-9.

¹¹² *Id.* at Exhibit B, 97:21-23.

1 whether the legal cause of the Accident arose from anything other than Mateo’s conduct.
2 Based on witness interviews, measurements, and calculations, the Portland Police Bureau
3 concluded that Mateo was traveling approximately 25 to 30 miles over the posted speed limit
4 before losing control of his vehicle.

5 **ARGUMENT ON SUMMARY JUDGMENT MOTION #4**

6 **PLAINTIFF’S ELL CLAIM AGAINST THE AVIS DEFENDANTS**

7 **A. No Issue of Material Fact that Avis Budget Group, Inc., Avis Budget Car Rental,**
8 **LLC, PV Holding Corp, and Avis Rent A Car System, LLC were not Engaged in**
9 **a “Common Enterprise” with AB Car Rental Services, Inc.**

10 There is no issue of material fact that the Avis Defendants were not engaged in a
11 “common enterprise” with Plaintiff’s direct employer, AB Car Rental Services, Inc., with
12 regard to the risk producing activity in this case – *driving and riding in shuttle vans while*
13 *engaged in work activities on public roads.*

14 1. Avis Budget Group, Inc., PV Holding Corp, and Avis Rent A Car System,
15 LLC had Zero Involvement with the Risk-Producing Activity

16 Neither Avis Budget Group, Inc., PV Holding Corp, or Avis Rent A Car System, LLC
17 were involved in training, supervising, controlling or directing AB’s operations of driving and
18 riding in shuttle vans. AB and its employees alone bore the duties and responsibilities of
19 determining how and where to drive the shuttle vans. Emori was responsible for directing a
20 group of drivers, including Plaintiff, on what vehicles to transport on the date of the Accident.
21 Additionally, only AB’s employees were present in the shuttle van at the time of the Accident.
22 At best, the only connection that Avis Budget Group, Inc., PV Holding Corp, and Avis Rent A
23 Car System, LLC had with the risk-producing activity was a “common interest in the
24 economic benefit from the enterprise.” However, Oregon appellate courts have made clear that
25 this common economic benefit is insufficient to establish common enterprise.

26 2. Avis Budget Car Rental, LLC and AB Car Rental’s Duties were not
27 Commingled as to the Risk-Producing Activity

28 Plaintiff will presumably point to Plaintiff’s supervisor, Michael Pratt of Avis Budget

1 Car Rental, LLC, and his assignment of work tasks to Plaintiff and Emori on the date of the
2 accident as evidence that the LLC was engaged in a common enterprise with AB. However,
3 Plaintiff does not allege in this lawsuit that his injuries arose because of the work Pratt
4 assigned. Rather, Plaintiff alleges that his injuries arose from Mateo and Emori’s negligent
5 driving, as well as the Avis Defendants’ failures to plan the safest routes for AB to take and
6 training AB’s drivers on these routes. Factually, this case is most analogous to *Sacher*, where
7 the court concluded that a common enterprise did not exist because the plaintiff’s injuries did
8 not occur as a result of the indirect employer’s failure to take proper precautions regarding its
9 equipment and employees, but rather the equipment that the direct employer alone operated.
10 Like the direct employer in *Sacher*, AB alone was responsible for operating the equipment
11 involved in the Accident – i.e. the shuttle van. Similar to the indirect employer in *Sacher*, the
12 LLC’s duties of assigning work tasks to AB’s drivers was not the cause of the Accident, nor
13 were those duties “intermingled” with AB’s autonomous decisions as to how its shuttlers
14 drove and rode in shuttle vans while on the clock.

15 3. Avis Budget Group, Inc.’s “Code of Conduct” and Work Rules Do Not Create
16 a Factual Dispute as to Common Enterprise

17 It is also anticipated that Plaintiff will point to Avis Budget Group, Inc.’s “code of
18 conduct” or work rules to create a factual issue as to whether the other Avis Defendants were
19 engaged in a common enterprise with AB. However, those policies do not involve the
20 “intermingling of duties and responsibilities” as to the protocol of how AB was to drive and
21 ride in shuttle vans. These policies simply reiterate applicable driving laws by requiring AB’s
22 employees to follow “local safety rules and/or policies” and not “driving any Company vehicle
23 in an unsafe, negligent, or reckless manner at any time.”¹¹³ There are no driving protocols in
24 the Code of Conduct that are specific to shuttle vans, which are large passenger vehicles akin
25 to a “bus.”¹¹⁴ Similarly, there is no directive in the Code of Conduct, for example, as to how

26 _____
27 ¹¹³ Armstrong Declaration, Exhibit K.

¹¹⁴ *Id.* at Exhibit D, 111:7-8.

1 many AB employees can ride in the shuttle van at any given time, nor are there any mandates
2 that AB’s shuttle drivers avoid freeways.

3 The policies referenced in the Code of Conduct and Work Rules prescribe general rules
4 for the Avis Defendants’ employees to follow but are not specific to the risk-producing
5 activity in this case. Rather, the general rules are mere regurgitations of applicable traffic laws
6 already codified in Oregon’s driving laws.

7 **B. No Issue of Material Fact that Avis Budget Group, Inc., Avis Budget Car Rental,
8 LLC, PV Holding Corp, and Avis Rent A Car System, LLC did not “Actually
9 Control” the Risk-Producing Activity**

10 Plaintiff and Emori each testified at their respective depositions that shuttle drivers
11 themselves determined the route to take from the rail yard to the administrative building. As
12 employees of AB, Plaintiff and Emori both testified that they did not receive training on safe
13 driving practices from either AB or any of the Avis Defendants.

14 Unlike *Woodbury*, where the direct and indirect employers made joint decisions on
15 whether to use a wood platform and how it would be used, AB’s shuttle drivers’ decisions
16 associated with the risk producing activity – driving and riding in AB’s shuttle vans on public
17 roads while working – did not involve any input, oversight, or collaboration with any of the
18 other Avis Defendants.

19 The mere fact that AB did not purchase or supply the shuttle van in question is also
20 insufficient to create an issue of fact as to “actual control” because Plaintiff does not allege
21 that the shuttle van itself was defective or the cause of the subject accident. Further, *Sanford*
22 supports that the condition of the shuttle van does not define the risk-producing activity in this
23 case. Similar to *Sanford* and the plaintiff’s unsuccessful argument that the bridge itself was the
24 risk-producing activity, the condition of the shuttle van itself is not a factor in determining the
25 risk-producing activity in this case because the scope of the risk-producing activity instead
26 focuses on the AB’s drivers and riders conduct.

27 ///

///

1 **C. The Avis Defendants Did Not “Retain Right to Control” the Risk-Producing**
2 **Activity**

3 The record does not present an issue of material fact that neither Avis Budget Group,
4 Inc., Avis Budget Car Rental, LLC, PV Holding Corp, nor Avis Rent A Car System, LLC
5 retained the right to control the risk-producing activity in this case. Unlike *Yeatts*, there are no
6 contracts between these entities that reserve the right to control AB’s employees driving and
7 riding in shuttle vans while engaged in work activities on public roads. Likewise, there is no
8 source of legal authority, whether statutory or otherwise, that gives the Avis Defendants the
9 retained right to dictate the method and manner in which AB’s employees drive and ride in
10 shuttle vans on a public road while working.

11 Defendants anticipate that Plaintiff will rely on the Code of Conduct, Vehicle Use
12 Policy, and Work Rules to support that the Avis Defendants retained a right to control.
13 However, this literature does not constitute a legally-binding contract with AB’s employees
14 like the subcontract in *Yeatts*. As such, Plaintiff cannot point to a source of *legal authority*
15 that gives the Avis Defendants a retained right to control the risk producing activity at hand.

16 **CONCLUSION**

17 For the reasons stated above, summary judgment is appropriate as to each of Plaintiff’s
18 three claims for relief. To the extent the court declines to grant summary judgment as to the
19 entirety of Plaintiff’s Second Amended Complaint, Defendants request that the court grant
20 partial summary judgment on one or more of Plaintiff’s claims for relief.

21 DATED this 19th day of November, 2021.

22 LEWIS BRISBOIS BISGAARD & SMITH LLP

23 By: s/ Ben Veralrud

24 Ben Veralrud, OSB #124860

25 Iain M. R. Armstrong, OSB #142734

26 Telephone: 971.712.2800

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Of Attorneys for Defendants

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DECLARATION OF SERVICE

I declare under penalty of perjury under the laws of the State of Oregon that I served the foregoing **DEFENDANTS’ SECOND MOTION FOR SUMMARY JUDGMENT** on the following attorneys by the method indicated below on the 19th day of November, 2021:

Attorneys for Plaintiff:

Thomas Melville
Gresham Injury Law Center
424 NE Kelly Ave.
Gresham, OR 97030
Tom@greshaminjurylaw.com

_____ Via First Class Mail
_____ Via Federal Express
_____ Via Hand-Delivery
✓ Via E-Mail

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_____ Via Hand-Delivery
✓ Via E-Mail

s/ Harry Perez-Metellus
Harry Perez-Metellus, Legal Assistant

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

HENRY MICHAEL FUHRER,

Plaintiff,

vs.

AVIS BUDGET GROUP, INC., AVIS
BUDGET CAR RENTAL, LLC, PV
HOLDING CORP, AB CAR RENTAL
SERVICES, INC, and TADASHI DAVID
EMORI,

Defendants.

Case No. 19CV38807

**DECLARATION OF IAIN
ARMSTRONG IN SUPPORT OF
DEFENDANTS SECOND MOTION
FOR SUMMARY JUDGMENT**

I, Iain Armstrong, declare as follows:

1. I am an attorney representing Avis Budget Group, Inc., Avis Budget Car Rental, LLC, PV Holding Corp., AB Car Rental Services, Inc., and Tadashi David Emori in the above captioned matter.
2. Attached as **Exhibit A** is a true and accurate copy of the Portland Police Bureau reported on September 12, 2017 regarding the motor vehicle collision at issue in this matter, produced in discovery and marked DEF PROD 0151-0177.
3. Attached as **Exhibit B** is a true and accurate copy of selected excerpts of the transcript of the deposition of Tadashi David Emori.
4. Attached as **Exhibit C** is a true and accurate copy of selected excerpts of the transcript of the deposition of Henry Michael Fuhrer.
5. Attached as **Exhibit D** is a true and accurate copy of a paystub for Henry Michael Fuhrer, produced in discovery and marked DEF PROD 1385.

1 6. Attached as **Exhibit E** is a true and accurate copy of selected excerpts of the
2 transcript of the deposition of Michael Pratt.

3 7. Attached as **Exhibit F** is a true and accurate copy of selected excerpts of the
4 transcript of the deposition of Alan Koines.

5 8. Attached as **Exhibit G** is a true and accurate copy of an email sent by
6 plaintiff's counsel, Tom D'Amore, to counsel for Avis Defendants, Ben Veralrud, dated
7 August 2, 2021, and the proposed Second Amended Complaint attached thereto.

8 9. Attached as **Exhibit H** is a true and accurate copy of the W-2 form of Henry
9 Michael Fuhrer.

10 10. Attached as **Exhibit I** is a true and accurate copy of a selected portion of the
11 personnel file of Tadashi David Emori, produced in discovery and marked DEF PROD 0235.

12 11. Attached as **Exhibit J** is a true and accurate copy of the Avis Code of Conduct
13 produced in discovery and marked DEF PROD 1399-1400.

14 I hereby declare that the above statement is true to the best of my knowledge and
15 belief, and that I understand it is made for use as evidence in court and is subject to penalty
16 for perjury.

17 DATED this 19th day of November, 2021.

18 LEWIS BRISBOIS BISGAARD & SMITH LLP

19
20 By: s/ Iain Armstrong
21 Iain M. R. Armstrong, OSB #142734
Iain.Armstrong@lewisbrisbois.com

22 *Of Attorneys for Defendants Avis Budget*
23 *Group, Inc., Avis Budget Car Rental, LLC, PV*
24 *Holding Corp, AB Car Rental Services, Inc,*
25 *Avis Rent A Car System, LLC and Tadashi*
26 *David Emori*
27

TRAFFIC CRASH-INJ-OTHER MV

Portland Police Bureau
 PUBLIC RECORD RELEASE

CASE NUMBER
 GO 42 2017-301237

DRIVERS LICENSE (STATE) REDACTED	SOCIAL SECURITY NUMBER	POB	ETHNICITY UNKNOWN
PERSON - WITNESS #1			
NAME (LAST, FIRST MIDDLE) HAYS, DONALD	SEX MALE	RACE WHI TE	DOB [REDACTED] 1969 AGE 48
HOME ADDRESS - STREET, CITY ZIP	HEIGHT 6' 0	WEIGHT 225	HAIR COLOR BROWN EYES BLUE
HOME PHONE (503)	CELL PHONE (503) 758-8864	WORK PHONE (503)	EMAIL ADDRESS
DRIVERS LICENSE (STATE) REDACTED	SOCIAL SECURITY NUMBER	POB	ETHNICITY UNKNOWN
PERSON - WITNESS #2			
NAME (LAST, FIRST MIDDLE) KORDOSKY, GARY ALAN JR	SEX MALE	RACE WHI TE	DOB [REDACTED] 1983 AGE 34
HOME ADDRESS - STREET, CITY ZIP 32122 MEADOW LN, SCAPPOOSE OR 97056	HEIGHT 5' 10	WEIGHT 195	HAIR COLOR BROWN EYES BROWN
HOME PHONE (503)	CELL PHONE (503) 752-2055	WORK PHONE	EMAIL ADDRESS
DRIVERS LICENSE (STATE) REDACTED	SOCIAL SECURITY NUMBER	POB	ETHNICITY UNKNOWN
PERSON - PASSENGER #1			
NAME (LAST, FIRST MIDDLE) DAVI D PABLO, GASPAR	SEX MALE	RACE HI SPANI C OR LATI NO	DOB [REDACTED] 1955 AGE 61
HOME ADDRESS - STREET, CITY ZIP 6250 N COLUMBI A WAY, Apt. 8, PORTLAND OR 97203	HEIGHT	WEIGHT	HAIR COLOR EYES
HOME PHONE	CELL PHONE (971) 344-5591	WORK PHONE	EMAIL ADDRESS
DRIVERS LICENSE (STATE) REDACTED	SOCIAL SECURITY NUMBER	POB	ETHNICITY UNKNOWN
PERSON - PASSENGER #2			
NAME (LAST, FIRST MIDDLE) SEBASTI AN NI COLAS, MANUELA	SEX FEMALE	RACE HI SPANI C OR LATI NO	DOB [REDACTED] 1985 AGE 32
HOME ADDRESS - STREET, CITY ZIP 5313 N FESSENDEN ST, PORTLAND OR 97203	HEIGHT	WEIGHT	HAIR COLOR EYES
HOME PHONE	CELL PHONE (971) 407-6505	WORK PHONE	EMAIL ADDRESS
DRIVERS LICENSE (STATE) REDACTED	SOCIAL SECURITY NUMBER	POB	ETHNICITY UNKNOWN
PERSON - PASSENGER #4			
NAME (LAST, FIRST MIDDLE) CHENE, JEAN PI ERRE DENI S	SEX MALE	RACE WHI TE	DOB [REDACTED] 1955 AGE 62
HOME ADDRESS - STREET, CITY ZIP 210 NW 20TH AVE, Apt. 205, PORTLAND OR 97209	HEIGHT	WEIGHT	HAIR COLOR EYES
HOME PHONE (310) 254-0785	CELL PHONE (310) 254-0785	WORK PHONE	EMAIL ADDRESS
DRIVERS LICENSE (STATE) REDACTED	SOCIAL SECURITY NUMBER	POB	ETHNICITY UNKNOWN
PERSON - PASSENGER #5			
NAME (LAST, FIRST MIDDLE) FUHRER, HENRY MI CHAEL	SEX MALE	RACE WHI TE	DOB [REDACTED] 1938 AGE 78
HOME ADDRESS - STREET, CITY ZIP 18120 SE CARUTHERS ST, GRESHAM OR 97233	HEIGHT	WEIGHT	HAIR COLOR EYES

Exhibit A

TRAFFIC CRASH-INJ-OTHER MV

Portland Police Bureau
 PUBLIC RECORD RELEASE

CASE NUMBER
 GO 42 2017- 301237

HOME PHONE	CELL PHONE	WORK PHONE	EMAIL ADDRESS
DRIVERS LICENSE (STATE) REDACTED	SOCIAL SECURITY NUMBER	POB	ETHNICITY UNKNOWN

PERSON - PASSENGER #6

NAME (LAST, FIRST MIDDLE) AL MANEA, ESSAM MOHAMMED		SEX MALE	RACE WHI TE	DOB [REDACTED] 1968	AGE 49
HOME ADDRESS - STREET, CITY ZIP 13907 SE DI VI SI ON ST, Apt. 4, PORTLAND OR 97233					
HOME PHONE	CELL PHONE	WORK PHONE	EMAIL ADDRESS		
DRIVERS LICENSE (STATE) REDACTED	SOCIAL SECURITY NUMBER	POB	ETHNICITY UNKNOWN		

PERSON - PASSENGER #3

NAME (LAST, FIRST MIDDLE) PABLO SEBASTI AN, PETRONA		SEX FEMALE	RACE HI SPANI C OR LATI NO	DOB [REDACTED]	AGE [REDACTED]
HOME ADDRESS - STREET, CITY ZIP 6260 N COLUMBI A WAY, Apt. 8, PORTLAND OR 97203					
HOME PHONE	CELL PHONE	WORK PHONE	EMAIL ADDRESS		
DRIVERS LICENSE (STATE)	SOCIAL SECURITY NUMBER	POB	ETHNICITY UNKNOWN		

PERSON - SUBJECT #1

NAME (LAST, FIRST MIDDLE) DAVI D, GASPAR		SEX MALE	RACE WHI TE	DOB [REDACTED]	AGE [REDACTED]
HOME ADDRESS - STREET, CITY ZIP 6250 N COLUMBI A WAY, PORTLAND OR 97203					
HOME PHONE	CELL PHONE	WORK PHONE	EMAIL ADDRESS		
DRIVERS LICENSE (STATE)	SOCIAL SECURITY NUMBER	POB	ETHNICITY UNKNOWN		

PERSON - UNIDENTIFIED SUBJECT #1

PERSON DETAILS:
 Possible Name(s): PETRONA SEBASTI AN
 Sex: FEMALE
 Race: WHI TE

POSSIBLE ADDRESS(ES):
 6250 N COLUMBI A WY #8

ADDITIONAL REMARKS:

PERSON - UNIDENTIFIED SUBJECT #2

PERSON DETAILS:
 Possible Name(s): MANUELA SEBASTI ON
 Sex: FEMALE
 Race: WHI TE

POSSIBLE ADDRESS(ES):
 6250 N COLUMBI A WY #8

ADDITIONAL REMARKS:

BUSINESS

BUSINESS NAME AVI S RENT A CAR	BUSINESS ADDRESS - STREET, CITY, STATE ZIP 9555 NE AI RPORT WAY, PORTLAND OR 97220-		
LOCATION PHONE (503) 249- 4964	BUSINESS TYPE BUSI NESS - RENTAL	SECURITY No	ALARM COMPANY

Exhibit A

TRAFFIC CRASH-INJ-OTHER MV

Portland Police Bureau
 PUBLIC RECORD RELEASE

CASE NUMBER
 GO 42 2017-301237

CONTACT(S)	NAME	AFFILIATION	CONTACT PHONE
	NAME	AFFILIATION	CONTACT PHONE
	NAME	AFFILIATION	CONTACT PHONE

VEHICLE - TRAFFIC CRASH #1

LICENSE NUMBER ZCM007	STATE OF ISSUE Oregon	VEHICLE TYPE PASSENGER CAR	LICENSE TYPE Passenger Car	LICENSE YEAR 2018
--------------------------	--------------------------	-------------------------------	-------------------------------	----------------------

VIN KMHWF25SX2A520343	OWNER APPLIED NUMBER
--------------------------	----------------------

MISC INFORMATION

MAKE Hyundai	MODEL Sonat a	STYLE 4DR AUTOMOBILE	YEAR 2002	COLOR White
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INSURANCE COMPANY ALLSTATE	LIAB Yes	POLICY # 987758975	EXP DATE
-------------------------------	-------------	-----------------------	----------

AUTOMOBILE DETAILS	TRANSMISSION	INTERIOR DESCRIPTION	EXTERIOR DESCRIPTION
	WINDOWS	WHEELS	CONDITION
	BODY DAMAGE	OTHER FEATURES	

SEIZED/TOWED VEHICLE DETAILS

REASON HAZARD/ BLOCKING	LICENSE ZCM007 Oregon 2018	MISC. INFO
----------------------------	-------------------------------	------------

VIN KMHWF25SX2A520343	DESCRIPTION 2002 Hyundai Sonat a White	ODOMETER #	RELATED TO TK
--------------------------	---	------------	---------------

STORAGE LOCATION

STORED AT LOT	ADDRESS	KEYS
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HOLDING INFORMATION

AUTHORIZED BY -	REASON FOR HOLDING	PROCESS STATUS
--------------------	--------------------	----------------

CHECK DATE	OWNER NOTIFIED ON	OWNER NOTIFIED BY -	CERTIFICATION DATE
------------	-------------------	------------------------	--------------------

TOWING AND STORAGE

TOWING COMPANY NEWHOUSE	DRIVER	TOWING ADDRESS
----------------------------	--------	----------------

COMPANY NUMBER	BILL NUMBER	TOWING COST	STORAGE COST	TOW REQUEST DATE	TOW ARRIVE DATE
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REMARKS

DISPOSAL INFORMATION

METHOD	STATUS	DISPOSAL ON	AUCTION LOT NUMBER
--------	--------	-------------	--------------------

CERTIFICATE NUMBER	APPRAISED VALUE	SALE AMOUNT	BUYER NAME
--------------------	-----------------	-------------	------------

LIEN INFORMATION

VEHICLE - TRAFFIC CRASH #2

LICENSE NUMBER 987GZR	STATE OF ISSUE Oregon	VEHICLE TYPE PASSENGER CAR	LICENSE TYPE Passenger Car	LICENSE YEAR 2019
--------------------------	--------------------------	-------------------------------	-------------------------------	----------------------

VIN 1FBZX2YM3HKA51177	OWNER APPLIED NUMBER
--------------------------	----------------------

Exhibit A

TRAFFIC CRASH-INJ-OTHER MV

Portland Police Bureau
 PUBLIC RECORD RELEASE

CASE NUMBER
 GO 42 2017-301237

MISC INFORMATION										
MAKE Ford			MODEL			STYLE VAN		YEAR 2017	COLOR White	
INSURANCE COMPANY				LIAB Yes	POLICY #			EXP DATE		
AUTOMOBILE DETAILS	TRANSMISSION		INTERIOR DESCRIPTION				EXTERIOR DESCRIPTION			
	WINDOWS		WHEELS		CONDITION		MODIFICATION			
	BODY DAMAGE					OTHER FEATURES				
SEIZED/TOWED VEHICLE DETAILS										
REASON HAZARD/ BLOCKING			LICENSE 987GZR Oregon 2019			MISC. INFO				
VIN 1FBZX2YM3HKA51177			DESCRIPTION 2017 Ford White				ODOMETER #	RELATED TO TK		
STORAGE LOCATION										
STORED AT LOT			ADDRESS				KEYS			
HOLDING INFORMATION										
AUTHORIZED BY -				REASON FOR HOLDING			PROCESS STATUS			
CHECK DATE	OWNER NOTIFIED ON		OWNER NOTIFIED BY -			CERTIFICATION DATE				
TOWING AND STORAGE										
TOWING COMPANY 21ST CENTURY			DRIVER			TOWING ADDRESS				
COMPANY NUMBER	BILL NUMBER	TOWING COST	STORAGE COST	TOW REQUEST DATE		TOW ARRIVE DATE				
REMARKS										
DISPOSAL INFORMATION										
METHOD				STATUS			DISPOSAL ON		AUCTION LOT NUMBER	
CERTIFICATE NUMBER	APPRAISED VALUE	SALE AMOUNT		BUYER NAME						
LIEN INFORMATION										

Exhibit A

695788232

TRAFFIC CRASH-INJ-OTHER MV

Portland Police Bureau
PUBLIC RECORD RELEASE

CASE NUMBER
GO 42 2017-301237

IMAGE ATTACHMENT (1707205) OREGON EMVA FORM

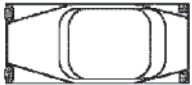

DMV OREGON POLICE TRAFFIC CRASH REPORT										PAGE 1	OF 3										
POLICE INCIDENT / CASE NUMBER 42 2017-301237		CRASH DATE 09/12/2017		DAY OF WEEK TUE		CRASH TIME 4:19 PM		POLICE NOTIFIED 09/12/2017 1621		POLICE ARRIVAL 1628		DMV FILE NUMBER									
COUNTY MULTNOMAH		ROAD ON WHICH CRASH OCCURRED 9300 BLOCK OF N COLUMBIA BLVD						LATITUDE		LONGITUDE		MILE POST		DMV CODE							
<input type="checkbox"/> WITHIN 1000 FEET <input type="checkbox"/> N <input type="checkbox"/> S OF NEAREST INTERSECTING ROAD <input type="checkbox"/> N/FAR _____ MI FR <input type="checkbox"/> E <input type="checkbox"/> W N Burgard						<input type="checkbox"/> WITHIN _____ FEET <input type="checkbox"/> N <input type="checkbox"/> S OF NEAREST CITY / TOWN <input type="checkbox"/> N/FAR _____ MI FR <input type="checkbox"/> E <input type="checkbox"/> W PORTLAND															
<input type="checkbox"/> PROPERTY DAMAGE <input type="checkbox"/> PUBLIC PROPERTY DAMAGE ESTIMATE <input type="checkbox"/> UNDER \$2500 <input type="checkbox"/> OVER \$2500 <input type="checkbox"/> UNKNOWN				<input type="checkbox"/> -A7 MATERIALS <input type="checkbox"/> -P970RT4KFN <input type="checkbox"/> TRAIN RR <input type="checkbox"/> TRUCK/BUS																	
UNIT #1 NAME (LAST, FIRST MIDDLE) MATEO, GASPAR DAVID		DRIVER LICENSE NUMBER [REDACTED]				STATE OR		SEX M		HAIR H		DOB [REDACTED] 1999									
ADDRESS 5313 N FESSENDEN ST, PORTLAND, OR 97203										PHONE: <input type="checkbox"/> HOME <input type="checkbox"/> WORK <input type="checkbox"/> CELL (971) 344-5591 (503) 498-1987											
VEHICLE OWNER <input type="checkbox"/> SAME DAVID PABLO, GASPAR 5313 N FESSENDEN ST, PORTLAND, OR 97203										PHONE: <input type="checkbox"/> HOME <input type="checkbox"/> WORK <input type="checkbox"/> CELL											
FIRE N		STD SPD 35		PST SPD 40		<input type="checkbox"/> NONE ALLSTATE		INSURANCE POLICY NUMBER 987758975													
EJECTED N		EXTENDED N		VEHICLE IDENTIFICATION NUMBER (VIN) KMHWF25SX2A520343				LICENSE PLATE NUMBER ZCM007		STATE OR		YEAR 2002		MAKE HYUN		MODEL SON		STYLE 4D		COLOR WHI	
VEHICLE TOWED DUE TO VEHICLE DAMAGE <input checked="" type="checkbox"/> Y <input type="checkbox"/> UNKNOWN BY NEWHOUSE TO:						DRIVER TAKEN: <input checked="" type="checkbox"/> Y <input type="checkbox"/> UNKNOWN BY AMR <input type="checkbox"/> Emanuel Hospital															
VEHICLE DAMAGE FRONT 						MARK ALL THAT APPLY: DAMAGE ESTIMATE <input type="checkbox"/> FOLLOW-UP <input type="checkbox"/> <input type="checkbox"/> NONE <input type="checkbox"/> UNDER \$2500 <input type="checkbox"/> OVER \$2500 <input type="checkbox"/> UNKNOWN						INJURY: <input type="checkbox"/> NONE <input type="checkbox"/> COMP. AMT. OF PAIN <input type="checkbox"/> MSB: F INJURY <input type="checkbox"/> INCAPACITATED <input type="checkbox"/> FATAL									
EQUIPMENT: <input type="checkbox"/> NO EQUIP. USED <input type="checkbox"/> LAP ONLY <input type="checkbox"/> LAP+SHLDR <input type="checkbox"/> CHLD RST-PP <input type="checkbox"/> ABAG DELTD <input type="checkbox"/> NONE INSTLD <input type="checkbox"/> UNKNOWN <input type="checkbox"/> S-IDR ONLY <input type="checkbox"/> HELMET <input type="checkbox"/> CHLD RST-NFR <input type="checkbox"/> ABAG INSTLD						ACTION (APPERT) OTHER Reckless Driving, Assault IV x 2															
HIT AND RUN SUBJECT NAME ADDRESS SEX RACE DOB HT WT HAIR EYES LOCAL ID										AIA		IN CUSTODY		OTHER INFORMATION							
UNIT #2 NAME (LAST, FIRST MIDDLE) EMORI, TADASHI DAVID		DRIVER LICENSE NUMBER [REDACTED]				STATE OR		SEX M		RACE U		DOB [REDACTED] 1942									
ADDRESS 12460 SE MOUNTAIN SUN DR, CLACKAMAS, OR 97015										PHONE: <input type="checkbox"/> HOME <input type="checkbox"/> ACCK <input type="checkbox"/> CELL (503) 709-2986											
VEHICLE OWNER <input type="checkbox"/> SAME AVIS RENT A CAR, 9555 NE AIRPORT WAY, PORTLAND, OR 97220										PHONE: <input type="checkbox"/> HOME <input type="checkbox"/> ACCK <input type="checkbox"/> CELL (503) 248-4952											
FIRE N		STD SPD 40		PST SPD 40		<input type="checkbox"/> NONE		INSURANCE POLICY NUMBER													
EJECTED N		EXTENDED N		VEHICLE IDENTIFICATION NUMBER (VIN) 1FBZX2YM3HKAS1177				LICENSE PLATE NUMBER 987GZR		STATE OR		YEAR 2017		MAKE FORD		MODEL TCN		STYLE VN		COLOR WHI	
VEHICLE TOWED DUE TO VEHICLE DAMAGE <input checked="" type="checkbox"/> Y <input type="checkbox"/> UNKNOWN BY 21ST CENTURY TO:						DRIVER TAKEN: <input checked="" type="checkbox"/> Y <input type="checkbox"/> UNKNOWN BY AMR <input type="checkbox"/> OHSU															
VEHICLE DAMAGE FRONT 						MARK ALL THAT APPLY: DAMAGE ESTIMATE <input type="checkbox"/> FOLLOW-UP <input type="checkbox"/> <input type="checkbox"/> NONE <input type="checkbox"/> UNDER \$2500 <input type="checkbox"/> OVER \$2500 <input type="checkbox"/> UNKNOWN						INJURY: <input type="checkbox"/> NONE <input type="checkbox"/> COMP. AMT. OF PAIN <input type="checkbox"/> MSB: F INJURY <input type="checkbox"/> INCAPACITATED <input type="checkbox"/> FATAL									
EQUIPMENT: <input type="checkbox"/> NO EQUIP. USED <input type="checkbox"/> LAP ONLY <input type="checkbox"/> LAP+SHLDR <input type="checkbox"/> CHLD RST-PP <input type="checkbox"/> ABAG DELTD <input type="checkbox"/> NONE INSTLD <input type="checkbox"/> UNKNOWN <input type="checkbox"/> S-IDR ONLY <input type="checkbox"/> HELMET <input type="checkbox"/> CHLD RST-NFR <input type="checkbox"/> ABAG INSTLD						ACTION (APPERT) OTHER Investigation															
UNIT #1 <input type="checkbox"/> PASSENGER NAME <input type="checkbox"/> WITNESS DAVID PABLO, GASPAR										ADDRESS 5313 N FESSENDEN ST, PORTLAND, OR 97203		INJURY <input type="checkbox"/> COMP. AMT. OF PAIN <input type="checkbox"/> INCAPACITATED <input type="checkbox"/> FATAL		LOCATION <input type="checkbox"/> F <input type="checkbox"/> R <input type="checkbox"/> B <input type="checkbox"/> O <input type="checkbox"/> OTH		OTHER		EJECT. EXT. HGT. <input type="checkbox"/> N <input type="checkbox"/> N			
SEX RACE DOB		PHONE: <input type="checkbox"/> HOME <input type="checkbox"/> WORK <input type="checkbox"/> CELL		INJURY <input type="checkbox"/> NONE <input type="checkbox"/> VISIBLE INJURY <input type="checkbox"/> FATAL		LOCATION <input type="checkbox"/> F <input type="checkbox"/> R <input type="checkbox"/> B <input type="checkbox"/> O <input type="checkbox"/> OTH		OTHER		EJECT. EXT. HGT. <input type="checkbox"/> N <input type="checkbox"/> N											
PASSENGER TAKEN: <input checked="" type="checkbox"/> Y <input type="checkbox"/> UNKNOWN BY AMR <input type="checkbox"/> OHSU						EQUIPMENT: <input type="checkbox"/> NO EQUIP. USED <input type="checkbox"/> LAP ONLY <input type="checkbox"/> LAP+SHLDR <input type="checkbox"/> CHLD RST-PP <input type="checkbox"/> ABAG DELTD <input type="checkbox"/> NONE INSTLD <input type="checkbox"/> UNKNOWN <input type="checkbox"/> S-IDR ONLY <input type="checkbox"/> HELMET <input type="checkbox"/> CHLD RST-NFR <input type="checkbox"/> ABAG INSTLD															
UNIT #1 <input type="checkbox"/> PASSENGER NAME <input type="checkbox"/> WITNESS SEBASTIAN NICOLAS, MANUELA										ADDRESS 5313 N FESSENDEN ST, PORTLAND, OR 97203		INJURY <input type="checkbox"/> COMP. AMT. OF PAIN <input type="checkbox"/> INCAPACITATED <input type="checkbox"/> FATAL		LOCATION <input type="checkbox"/> F <input type="checkbox"/> R <input type="checkbox"/> B <input type="checkbox"/> O <input type="checkbox"/> OTH		OTHER		EJECT. EXT. HGT. <input type="checkbox"/> N <input type="checkbox"/> N			
SEX RACE DOB		PHONE: <input type="checkbox"/> HOME <input type="checkbox"/> WORK <input type="checkbox"/> CELL (971) 407-6505		INJURY <input type="checkbox"/> NONE <input type="checkbox"/> VISIBLE INJURY <input type="checkbox"/> FATAL		LOCATION <input type="checkbox"/> F <input type="checkbox"/> R <input type="checkbox"/> B <input type="checkbox"/> O <input type="checkbox"/> OTH		OTHER		EJECT. EXT. HGT. <input type="checkbox"/> N <input type="checkbox"/> N											
PASSENGER TAKEN: <input checked="" type="checkbox"/> Y <input type="checkbox"/> UNKNOWN BY AMR <input type="checkbox"/> Emanuel						EQUIPMENT: <input type="checkbox"/> NO EQUIP. USED <input type="checkbox"/> LAP ONLY <input type="checkbox"/> LAP+SHLDR <input type="checkbox"/> CHLD RST-PP <input type="checkbox"/> ABAG DELTD <input type="checkbox"/> NONE INSTLD <input type="checkbox"/> UNKNOWN <input type="checkbox"/> S-IDR ONLY <input type="checkbox"/> HELMET <input type="checkbox"/> CHLD RST-NFR <input type="checkbox"/> ABAG INSTLD															
UNIT #1 <input type="checkbox"/> PASSENGER NAME <input type="checkbox"/> WITNESS PABLO SEBASTIAN, PETRONA										ADDRESS 6260 N COLUMBIA WAY APT#6, PORTLAND, OR 97203		INJURY <input type="checkbox"/> COMP. AMT. OF PAIN <input type="checkbox"/> INCAPACITATED <input type="checkbox"/> FATAL		LOCATION <input type="checkbox"/> F <input type="checkbox"/> R <input type="checkbox"/> B <input type="checkbox"/> O <input type="checkbox"/> OTH		OTHER		EJECT. EXT. HGT. <input type="checkbox"/> N <input type="checkbox"/> N			
SEX RACE DOB		PHONE: <input type="checkbox"/> HOME <input type="checkbox"/> WORK <input type="checkbox"/> CELL		INJURY <input type="checkbox"/> NONE <input type="checkbox"/> VISIBLE INJURY <input type="checkbox"/> FATAL		LOCATION <input type="checkbox"/> F <input type="checkbox"/> R <input type="checkbox"/> B <input type="checkbox"/> O <input type="checkbox"/> OTH		OTHER		EJECT. EXT. HGT. <input type="checkbox"/> N <input type="checkbox"/> N											
PASSENGER TAKEN: <input checked="" type="checkbox"/> Y <input type="checkbox"/> UNKNOWN BY AMR <input type="checkbox"/> Emanuel						EQUIPMENT: <input type="checkbox"/> NO EQUIP. USED <input type="checkbox"/> LAP ONLY <input type="checkbox"/> LAP+SHLDR <input type="checkbox"/> CHLD RST-PP <input type="checkbox"/> ABAG DELTD <input type="checkbox"/> NONE INSTLD <input type="checkbox"/> UNKNOWN <input type="checkbox"/> S-IDR ONLY <input type="checkbox"/> HELMET <input type="checkbox"/> CHLD RST-NFR <input type="checkbox"/> ABAG INSTLD															
DISTRIBUTION										DATE		AGENCY PORTLAND POLICE BUREAU		APPROVED BY [REDACTED]							
OFFICER NAME / NUMBER KOENIG, JASON M (41301)				31301		735-48A (1-18)		STK# 300018													

Exhibit A

TRAFFIC CRASH-INJ-OTHER MV

Portland Police Bureau PUBLIC RECORD RELEASE

CASE NUMBER GO 42 2017-301237

DMV OREGON POLICE TRAFFIC CRASH REPORT										PAGE 3	OF 3		
POLICE INCIDENT / CASE NUMBER 42 2017-301237		CRASH DATE 09/12/2017		DAY OF WEEK TUE	CRASH TIME 4:19 PM		POLICE NOTIFIED 09/12/2017 1621		POLICE ARRIVAL 1628		DMV FILE NUMBER		
COUNTY MULTNOMAH		ROAD ON WHICH CRASH OCCURRED 9300 BLOCK OF N COLUMBIA BLVD				LATITUDE		LONGITUDE		MILE POST		DMV CODE	
<input type="checkbox"/> WITHIN 1000 FEET <input type="checkbox"/> N <input type="checkbox"/> S OF NEAREST INTERSECTING ROAD <input type="checkbox"/> NEAR _____ MILES <input type="checkbox"/> E <input type="checkbox"/> W N Burgard						<input type="checkbox"/> WITHIN _____ FEET <input type="checkbox"/> N <input type="checkbox"/> S OF NEAREST CITY/TOWN <input type="checkbox"/> NEAR _____ MILES <input type="checkbox"/> E <input type="checkbox"/> W PORTLAND							
<input type="checkbox"/> PRIMARY DAMAGE <input type="checkbox"/> PUBLIC UTILITY DAMAGE <input type="checkbox"/> LIABILITY <input type="checkbox"/> UNDER \$2500 <input type="checkbox"/> WFR \$2500 <input type="checkbox"/> UNKNOWN			<input type="checkbox"/> AS MATERIALS <input type="checkbox"/> FLOORS OPEN <input type="checkbox"/> IMPACT <input type="checkbox"/> TRUCK/BUS										
UNIT #1 NAME (LAST, FIRST, MIDDLE)				DRIVER LICENSE NUMBER				STATE	SEX	RACE	DOB		
ADDRESS								PHONE: <input type="checkbox"/> HOME <input type="checkbox"/> WORK <input type="checkbox"/> CELL					
VEHICLE OWNER								PHONE: <input type="checkbox"/> HOME <input type="checkbox"/> WORK <input type="checkbox"/> CELL					
<input type="checkbox"/> RAMP													
PIR	STD SPD	PST SPD	INSURANCE COMPANY		INSURANCE POLICY NUMBER								
EJECTD			EXTCTD	VEHICLE IDENTIFICATION NUMBER (VIN)		LICENSE PLATE NUMBER		STATE	YEAR	MAKE	MODEL	CITY	COLOR
VEHICLE TOWED DUE TO VEHICLE DAMAGE				<input type="checkbox"/> UNKNOWN BY:				DRIVER TAKEN BY: <input type="checkbox"/> UNKNOWN					
VEHICLE DAMAGE								MARK ALL THAT APPLY: DAMAGE ESTIMATE <input type="checkbox"/> ROLLOVER <input type="checkbox"/> NONE <input type="checkbox"/> UNDERCARR <input type="checkbox"/> TOTALFD <input type="checkbox"/> UNDER \$2500 <input type="checkbox"/> TOTALFD <input type="checkbox"/> OVER \$2500 <input type="checkbox"/> UNKNOWN					
INJURY: <input type="checkbox"/> NONE <input type="checkbox"/> COMPLAINT OF PAIN <input type="checkbox"/> VISIBLE INJURY <input type="checkbox"/> INCAPACITATED <input type="checkbox"/> FATAL				EQUIPMENT: <input type="checkbox"/> NO EGP USED <input type="checkbox"/> LAP ONLY <input type="checkbox"/> LAP/SHLDR <input type="checkbox"/> CHLD RST-PP <input type="checkbox"/> ABAG-DEFLTD <input type="checkbox"/> NONE-HEILD <input type="checkbox"/> UNKNOWN <input type="checkbox"/> S-LDR ONLY <input type="checkbox"/> HELM <input type="checkbox"/> CHLD RST-NFR <input type="checkbox"/> ABAG-HC-2P									
ACTION / ARREST / CITIES													
USE ARROW TO SHOW FIRST IMPACT (SHADE IN DAMAGED AREA)													
SUSPECT NAME													
ADDRESS													
OTHER INFORMATION:													
SEX	HAIR	DOB	HT	WT	HAIR	EYES	LEGAL ID						
HIT AND RUN UNIT #1 NAME (LAST, FIRST, MIDDLE) DRIVER LICENSE NUMBER STATE SEX RACE DOB ADDRESS PHONE: <input type="checkbox"/> HOME <input type="checkbox"/> WORK <input type="checkbox"/> CELL VEHICLE OWNER <input type="checkbox"/> SAME													
PI R STD SPD PST SPD INSURANCE COMPANY INSURANCE POLICY NUMBER EJECTD EXTCTD VEHICLE IDENTIFICATION NUMBER (VIN) LICENSE PLATE NUMBER STATE YEAR MAKE MODEL CITY COLOR VEHICLE TOWED DUE TO VEHICLE DAMAGE <input type="checkbox"/> UNKNOWN BY: DRIVER TAKEN BY: <input type="checkbox"/> UNKNOWN VEHICLE DAMAGE MARK ALL THAT APPLY: DAMAGE ESTIMATE <input type="checkbox"/> ROLLOVER <input type="checkbox"/> NONE <input type="checkbox"/> UNDERCARR <input type="checkbox"/> TOTALFD <input type="checkbox"/> UNDER \$2500 <input type="checkbox"/> TOTALFD <input type="checkbox"/> OVER \$2500 <input type="checkbox"/> UNKNOWN INJURY: <input type="checkbox"/> NONE <input type="checkbox"/> COMPLAINT OF PAIN <input type="checkbox"/> VISIBLE INJURY <input type="checkbox"/> INCAPACITATED <input type="checkbox"/> FATAL EQUIPMENT: <input type="checkbox"/> NO EGP USED <input type="checkbox"/> LAP ONLY <input type="checkbox"/> LAP/SHLDR <input type="checkbox"/> CHLD RST-PP <input type="checkbox"/> ABAG-DEFLTD <input type="checkbox"/> NONE-HEILD <input type="checkbox"/> UNKNOWN <input type="checkbox"/> S-LDR ONLY <input type="checkbox"/> HELM <input type="checkbox"/> CHLD RST-NFR <input type="checkbox"/> ABAG-HC-2P ACTION / ARREST / CITIES													
USE ARROW TO SHOW FIRST IMPACT (SHADE IN DAMAGED AREA)													
UNIT #2 <input type="checkbox"/> PASSENGER NAME <input type="checkbox"/> WITNESS CHENE, JEAN PIERRE SLX HAC LOU PHONE: <input type="checkbox"/> HOME <input type="checkbox"/> WORK <input type="checkbox"/> CELL M W 1955 (310) 254-0785 PASSENGER TAKEN BY: AMR <input type="checkbox"/> UNKNOWN C: OHSU ADDRESS: 210 NW 20TH AVE APT#205, PORTLAND, OR INJURY: <input type="checkbox"/> COMPLAINT OF PAIN <input type="checkbox"/> INCAPACITATED <input type="checkbox"/> FATAL <input type="checkbox"/> NONE <input type="checkbox"/> VISIBLE INJURY LOCATION: <input type="checkbox"/> F <input type="checkbox"/> R <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> L <input type="checkbox"/> R EJECTD: N N EXTCTD: N N EQUIPMENT: <input type="checkbox"/> NO EGP USED <input type="checkbox"/> LAP ONLY <input type="checkbox"/> LAP/SHLDR <input type="checkbox"/> CHLD RST-PP <input type="checkbox"/> ABAG-DEFLTD <input type="checkbox"/> NONE-HEILD <input type="checkbox"/> UNKNOWN <input type="checkbox"/> S-LDR ONLY <input type="checkbox"/> HELM <input type="checkbox"/> CHLD RST-NFR <input type="checkbox"/> ABAG-HC-2P													
UNIT #2 <input type="checkbox"/> PASSENGER NAME <input type="checkbox"/> WITNESS FUHRER, HENRY MICHAEL SEX: M RACE: W DOB: 1938 PHONE: <input type="checkbox"/> HOME <input type="checkbox"/> WORK <input type="checkbox"/> CELL PASSENGER TAKEN BY: AMR <input type="checkbox"/> UNKNOWN C: Emanuel ADDRESS: 18120 SE CARUTHERS ST, GRESHAM, OR 97233- INJURY: <input type="checkbox"/> COMPLAINT OF PAIN <input type="checkbox"/> INCAPACITATED <input type="checkbox"/> FATAL <input type="checkbox"/> NONE <input type="checkbox"/> VISIBLE INJURY LOCATION: <input type="checkbox"/> F <input type="checkbox"/> R <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> L <input type="checkbox"/> R EJECTD: N N EXTCTD: N N EQUIPMENT: <input type="checkbox"/> NO EGP USED <input type="checkbox"/> LAP ONLY <input type="checkbox"/> LAP/SHLDR <input type="checkbox"/> CHLD RST-PP <input type="checkbox"/> ABAG-DEFLTD <input type="checkbox"/> NONE-HEILD <input type="checkbox"/> UNKNOWN <input type="checkbox"/> S-LDR ONLY <input type="checkbox"/> HELM <input type="checkbox"/> CHLD RST-NFR <input type="checkbox"/> ABAG-HC-2P													
UNIT #2 <input type="checkbox"/> PASSENGER NAME <input type="checkbox"/> WITNESS AL MANEA, ESSAM M SEX: M RACE: W DOB: 1968 PHONE: <input type="checkbox"/> HOME <input type="checkbox"/> WORK <input type="checkbox"/> CELL PASSENGER TAKEN BY: AMR <input type="checkbox"/> UNKNOWN C: Emanuel ADDRESS: 13907 SE DIVISION ST APT#4, PORTLAND, OR 97236- INJURY: <input type="checkbox"/> COMPLAINT OF PAIN <input type="checkbox"/> INCAPACITATED <input type="checkbox"/> FATAL <input type="checkbox"/> NONE <input type="checkbox"/> VISIBLE INJURY LOCATION: <input type="checkbox"/> F <input type="checkbox"/> R <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> L <input type="checkbox"/> R EJECTD: N N EXTCTD: N N EQUIPMENT: <input type="checkbox"/> NO EGP USED <input type="checkbox"/> LAP ONLY <input type="checkbox"/> LAP/SHLDR <input type="checkbox"/> CHLD RST-PP <input type="checkbox"/> ABAG-DEFLTD <input type="checkbox"/> NONE-HEILD <input type="checkbox"/> UNKNOWN <input type="checkbox"/> S-LDR ONLY <input type="checkbox"/> HELM <input type="checkbox"/> CHLD RST-NFR <input type="checkbox"/> ABAG-HC-2P													
DISTRIBUTION													
OFFICER NAME / NUMBER KOENIG, JASON M (41301)				DATE 41301		AGENCY PORTLAND POLICE BUREAU			APPROVED BY POSTER: T.Y.				
735-46A (1-18) STK# 300018													

Exhibit A

TRAFFIC CRASH-INJ-OTHER MV

Portland Police Bureau
PUBLIC RECORD RELEASE

CASE NUMBER
GO 42 2017-301237

NARRATIVE

AUTHOR
KOENIG, JASON M (41301)

DATE/TIME
09/17/2017 2209

SUBJECT
ROLL OVER CRASH

06 Officer Miller #38512, Officer Namba #55828, Officer Ibrahim #55066

08 I responded to the 9300 block of N. Columbia Blvd. to assist with a roll over, trauma injury crash. Upon my arrival, Portland Fire was just clearing the scene. It was apparent unit #2 had caught on fire as the inside of the vehicle was completely burnt out and destroyed. I observed Unit #2 had rolled and was laying on the driver's side of the the vehicle, primarily blocking the center continuous left turn lane on Columbia. I observed Unit #1 approximately 50' to the west of Unit #2. I observed heavy damage to the front end of Unit #2. I observed Unit #2 was facing southbound, almost at rest against the north curb line.

Officer Miller contacted me and advised each of the vehicles contained four occupants and all eight subjects were being or had been transported to the hospital. Officer Miller provided me the name of (SB)Emori and advised he had been identified as the driver of Unit #2. Officer Miller advised he had spoke with (SB)Mateo, who stated his father, (SB)David was the driver of the vehicle. Officer Miller said there were two other females in the vehicle that he did not have identification for. Officer Miller said he spoke with a witness who said he had assisted the father, (SB)David from the passenger seat of the vehicle. Officer Miller said the witness believed a female was driving, but also stated there were two females in the rear of the vehicle.

I took photos and measurements of the crash scene. The photos were later entered to the DIMS system. Please see the associated diagram for details of the crash. Through observations of the vehicles at rest and speaking with the on scene officers, it was apparent Unit #2 was pulling out of a driveway access on the north side of Columbia Blvd. and making a left turn. It appears Unit #1 was westbound at a high rate of speed and crashed into the side of Unit #1 causing it to roll and spin nearly 180 degrees. I observed approximately 140' of skid left from Unit #1 prior to the area of impact where Unit #1 still struck Unit #2 with significant force as both vehicles suffered severe damage.

I contacted Officer Namba and asked him to contact the two subjects that were transported to OHSU as non-trauma injuries. Please see Officer Namba's report for details. I responded to Emanuel Hospital and contacted the other 6 parties involved in the crash.

I first contacted (SB)Al Manea. (SB)Al Manea's face was completely covered in blood and I observed a laceration several inches long to the left side of his forehead. I was later advised that (SB)Al Manea also had suffered an open nasal fracture. (SB)Al Manea stated he was sitting in the 2nd row of Unit #2, directly behind the driver. (SB)Al Manea said the van he was in was making a left turn onto Columbia Blvd. (SB)Al Manea said Unit #1 approached them at a high rate of speed and crashed into the side of their vehicle. (SB)Al Manea said he did not notice if Unit #1 had gone into a skid prior to impact.

Exhibit A

TRAFFIC CRASH-INJ-OTHER MV

Portland Police Bureau
PUBLIC RECORD RELEASE

CASE NUMBER
GO 42 2017-301237

I then spoke to (SB) Fuhrer, who said he was sitting on the driver's side in the far back row of the van. (SB) Fuhrer said their vehicle pulled out onto Columbia and a white car was coming towards them. (SB) Fuhrer said he believed the car was traveling at "normal speeds." I asked (SB) Fuhrer if he felt his driver pulled out in front of the white vehicle. (SB) Fuhrer answered "Ya." (SB) Fuhrer was not sure if Unit #1 went into a skid prior to impacting Unit #2. (SB) Fuhrer had been sedated by the hospital and was difficult to communicate with. (SB) Fuhrer complained of pain in his hands, shoulders and arms. I was later informed by hospital staff he had suffered a neck fracture and a small bleed in the head.

I then contacted (SB) Sebastian and used a on scene interpreter to speak with her. (SB) Sebastian stated she was in the back seat of Unit #1 on the passenger side and said her daughter (SB) Pablo was next to her. (SB) Sebastian said her brother in law, (SB) Mateo, was driving her and her daughter to work. (SB) Sebastian said her father in law was sitting in the passenger seat of Unit #1. I asked (SB) Sebastian about how fast (SB) Mateo was driving. (SB) Sebastian said (SB) Mateo was not driving fast and she never felt uncomfortable because of his driving. I observed facial lacerations to (SB) Sebastian and she complained of pain in both legs and her left arm.

I then attempted to speak with (SB) David. (SB) David spoke little English and the interpreter was no longer available. (SB) David repeatedly told me he was driving the vehicle. When I would ask questions about the crash (SB) David would always tell me he did not understand. I observed a large red mark across the chest of (SB) David that was consistent with a mark left from the passenger side seat belt. I took a photo of the mark and entered it to DIMS. I was later advised by hospital staff that (SB) David had suffered a spinal fracture.

I was unable to speak with (SB) Pablo as she was being attended to by medical staff or in Xray the every time I attempted contact. I was advised (SB) Pablo did not suffer any severe injuries. Both (SB) Pablo and (SB) Mateo were receiving treatment at Randall's Hospital.

I then contacted (SB) Mateo. (SB) Mateo provided me his name and date of birth as David Mateo, Gaspar J (05-2-99). I asked (SB) Mateo to tell me what he remembered about the crash. (SB) Mateo told me his father was driving and he was in the front passenger seat. I told (SB) Mateo I had already spoke with (SB) Sebastian and his father. I also told (SB) Mateo a witness stated he assisted his father from the passenger seat of the vehicle. I told (SB) Mateo he need to start over and tell me the truth about who was driving. (SB) Mateo stated "Ok" and then went on to say he was driving the two rear passengers to work at Frito Lay. (SB) Mateo said they had turned onto Columbia from Columbia Way and were headed west bound in the far right lane. (SB) Mateo said "that car pulled out in front of us." (SB) Mateo said he slammed on the brakes and tried to down shift. I asked (SB) Mateo if his vehicle went into a skid. (SB) Mateo answered "Yes." I asked (SB) Mateo how fast he was going prior to applying the brakes. (SB) Mateo answered "35." I told (SB) Mateo there was no way to leave as much skid as he did and do the amount of damage to the vehicles if he was traveling 35 MPH. (SB) Mateo then said he could have been going 45 MPH. (SB) Mateo said he had no where to go and crashed into the side of the van. (SB) Mateo said he did not have a license and he was just doing a favor to

Exhibit A

695788232

TRAFFIC CRASH-INJ-OTHER MV

Portland Police Bureau
PUBLIC RECORD RELEASECASE NUMBER
GO 42 2017-301237

drop the girls off at work. I asked (SB) Mateo why he told me his father was driving. (SB) Mateo replied "I was scared, I didn't know what to say." I asked his father wasn't driving the car. (SB) Mateo said "He was teaching me how to drive." Through later check of DMV, I found (SB) Mateo to be suspended and required to have an IID while operating a vehicle. (SB) Mateo had no DMV photo. I took a photo of (SB) Mateo for identification purposes and entered it into DIMS. I also noted (SB) Mateo had red marks that were consistent with bruising from a driver's side seatbelt. Photos of the marks were also entered to DIMS.

Based on the severe amount of damage to the vehicles, the amount of skid left by Unit #1, and the fact that (SB) Mateo had a suspended license, I believed (SB) Mateo was displaying reckless behavior and caused physical injury to multiple subjects. I issued (SB) Mateo citations for Reckless Driving and Assault IV. I have forwarded the measurements and vehicle information from the crash to a Traffic reconstructionist to calculate an estimated speed for (SB) Mateo's vehicle. I will complete a supplemental report when that information is provided to me.

Exhibit A

695788232

TRAFFIC CRASH-INJ-OTHER MV

Portland Police Bureau
PUBLIC RECORD RELEASE

CASE NUMBER
GO 42 2017-301237

FOLLOWUP REPORT #1				
ASSIGNED TO I BRAHI M, KHALID N (55066)		RANK		
ORG UNIT NORTH		CAPACITY 1- PATROL SUPPLEMENTAL		
ASSIGNED ON 09/ 12/ 2017	ASSIGNED BY I BRAHI M, KHALID N	SUBMITTED ON 09/ 12/ 2017	APPROVED ON 09/ 12/ 2017	APPROVED BY BROCKMANN, HEI DI M
STATEMENT				
AUTHOR I BRAHI M, KHALID N (55066)			DATE/TIME 09/ 12/ 2017 1824	
SUBJECT EMORI TADASHI				
<p>On Tuesday, 09/12/2017, at 4:24pm, I responded to a report of a two car crash at 9501 N Columbi a Bl vd.</p> <p>I spoke to the driver of the van, Tadashi Emori. EMORI said he was pulling out of a driveway at 9300 block of N Columbi a Bl vd and was attempting to make a left turn (east bound) onto N Columbi a Bl vd. EMORI said he saw the white car coming down N Columbi a Bl vd headed west bound. EMORI stated that the other car was going about 70mph when he saw it. EMORI said he figured that he was not going to make the turn because the other car was going way too fast. EMORI said the other car tried to stop but lost control and crashed into him. The impact point was the rear left passenger door. I took photos of the impact point and later uploaded them into DIMS.</p> <p>Refer to officer KOENIG and officer MILLER's reports for more details.</p> <p>Not hi ng further .</p>				

Exhibit A

TRAFFIC CRASH-INJ-OTHER MV

Portland Police Bureau
PUBLIC RECORD RELEASE

CASE NUMBER
GO 42 2017-301237

FOLLOWUP REPORT #2

ASSIGNED TO NAMBA, THOMAS M (55828)		RANK		
ORG UNIT NORTH		CAPACITY 1- PATROL SUPPLEMENTAL		
ASSIGNED ON 09/ 12/ 2017	ASSIGNED BY NAMBA, THOMAS M	SUBMITTED ON 09/ 12/ 2017	APPROVED ON 09/ 14/ 2017	APPROVED BY HOLBROOK, M JOHN

NARRATIVE

AUTHOR NAMBA, THOMAS M (55828)	DATE/TIME 09/ 12/ 2017 1621
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SUBJECT
I NJURY CRASH

Ofc Thorsen 23581 - Portland Police

On 09/12/2017 at 1811 hours I was working patrol as part of a Traffic Team with Ofc Thorsen. We received a phone call from Ofc Koenig requesting that we assist him with investigating a traffic crash that occurred earlier in the day. Ofc Koenig informed us that he was at Emanuel Hospital with 6 of the 8 involved occupants. He then asked us to go to OHSU and speak with the other 2 occupants.

We arrived at OHSU and were greeted by OHSU staff who individually brought the occupants to us. We first made contact with a male individual who identified himself as Jean Chene. Jean told us that he worked for the Avis car rental company. He said that he was seated in the front passenger seat of a 12 person company van that was either a Ford or Chevy. Jean said that he was seat-belted in the seat. He told us that he remembers pulling out of the parking lot and seeing a small white car coming straight at them. He said that he then heard a loud sound and the next thing he knew the van was spinning and had flipped onto the driver's side. Jean said that he remembers unclipping his seat-belt to get out and falling onto the driver, Tadashi.

Jean then told us that the van was immediately engulfed in fire and smoke. He said that he remembers somebody from the outside of the van trying to break the side windows. He said that they were not successful in their attempts to break the windows. However, Jean said that the windshield was cracked in the crash and he and the other occupants eventually self extricated through the windshield. Jean told me that Tadashi was driving, and seated directly behind Tadashi was a man named Mike. Finally, Jean said that in the 3rd row on the passenger side of the van was another man named Essam.

We then made contact with the driver of the van who identified himself as Tadashi Emori. Tadashi told us that he works for the Avis rental company. He said that he frequently makes trips from the office on NE Frontage Rd to Santa Fe Auto yard where the crash occurred. He said that he is very familiar with the area and that he was exiting the parking lot today and heading towards the center dividing median. Tadashi then said that he did not realize how fast an approaching white car was traveling. He said that he thinks it must have been going 65-70 mph.

Tadashi said that he thinks the white car struck his van either just in front or just behind the driver door. He said that the force spun the van around to face the opposite direction and flipped it onto the driver's side.

Exhibit A

695788232

TRAFFIC CRASH-INJ-OTHER MV

Portland Police Bureau
PUBLIC RECORD RELEASE

CASE NUMBER
GO 42 2017-301237

side. Tadashi said that the van was almost immediately engulfed in flames. He said that he remembers grabbing Mike under the arms to help him out. He then said that another passenger, Jean, helped him and Mike exit the vehicle through the windshield. Tadashi told me that the 4th passenger, Essam, exited the under his own power.

Ofc Thorsen then informed Tadashi of his requirement to complete an Oregon Traffic Accident form.

Nothing further.

Exhibit A

695788232

TRAFFIC CRASH-INJ-OTHER MV

Portland Police Bureau PUBLIC RECORD RELEASE

CASE NUMBER
GO 42 2017-301237

FOLLOWUP REPORT #3				
ASSIGNED TO MILLER, ROBERT D (38512)		RANK		
ORG UNIT NORTH		CAPACITY 1- PATROL SUPPLEMENTAL		
ASSIGNED ON 09/ 12/ 2017	ASSIGNED BY MILLER, ROBERT D	SUBMITTED ON 09/ 12/ 2017	APPROVED ON 09/ 12/ 2017	APPROVED BY MCMURRAY, D (JIM)

Exhibit A

TRAFFIC CRASH-INJ-OTHER MV

Portland Police Bureau
PUBLIC RECORD RELEASE

CASE NUMBER
GO 42 2017-301237

FOLLOWUP REPORT #4

ASSIGNED TO MILLER, ROBERT D (38512)		RANK		
ORG UNIT NORTH		CAPACITY 1- PATROL SUPPLEMENTAL		
ASSIGNED ON 09/ 12/ 2017	ASSIGNED BY MILLER, ROBERT D	SUBMITTED ON 09/ 12/ 2017	APPROVED ON 09/ 12/ 2017	APPROVED BY MCMURRAY, D (JIM)

NARRATIVE

AUTHOR MILLER, ROBERT D (38512)	DATE/TIME 09/ 12/ 2017 1858
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SUBJECT
8

I responded to a two vehicle crash with one of them on fire. When I arrived fire was on scene. The van was fully engulfed in flames. The Van was on it's left side. The Hyundai was facing south on the north curb line. All of the occupants were out of the vehicles. After moving the crowd back from the fire I identified the occupants of the two vehicles. Ofc. IBRAHIM spoke to and identified the van's occupants and I contacted the Hyundai's occupants.

DAVID Jr. was the only person in the Hyundai who spoke to me in English. He gave me the listed DOB. He said that DAVID Sr. was the driver but he wasn't at fault. It was difficult to get information from DAVID Jr. He was very animated and excited. I had asked him to get me the names of the two women who had been in the car but he could not concentrate long enough to do it.

DAVID Sr. gave me his ODL and an insurance card for the Hyundai. He told me he spoke no English.

Through fire I learned that the two women's names were PETRONA and MANUELA SEBASTIAN.

All 4 occupants were transported by ambulance.

I spoke to HAYS. He told me he was eastbound on Columbia. He saw the Hyundai westbound and the van pull out from Landfill road. He said the van rolled over and he helped get the occupants out.

There were no other witnesses who saw the crash who came forward. Several people said they heard the collision but only saw the aftermath.

As I was waiting for tows for the vehicles KORDOSKY came up to me. He told me that he had heard someone say DAVID Sr. was driving the Hyundai. He told me that he was the person who helped the occupants of the Hyundai out and DAVID Sr. was in the passenger seat. He told me that a female was driving. He said he thought it was the last one who was put in an ambulance. He said there were two other females in the back seat of the car.

I stood by for the tows. Some of the debris from the van had melted to the roadway. I requested PBOT to come and clean that up.

Please see Ofc. KOENIG's report for further.

Exhibit A

TRAFFIC CRASH-INJ-OTHER MV

Portland Police Bureau
 PUBLIC RECORD RELEASE

CASE NUMBER
 GO 42 2017- 301237

FOLLOWUP REPORT #5

ASSIGNED TO JOHNSON, CHRI STOPHER P (28038)		RANK OFFI CER		
ORG UNIT TRAFFI C I NVESTI GATI VE UNI T		CAPACITY 1- I NVESTI GATOR, SECONDA RY		
ASSIGNED ON 10/ 11/ 2017	ASSIGNED BY JOHNSON, CHRI STOPHER P	SUBMITTED ON 03/ 07/ 2018	APPROVED ON 03/ 13/ 2018	APPROVED BY HOLBROOK, M JOHN

NARRATIVE

AUTHOR JOHNSON, CHRI STOPHER P (28038)	DATE/TIME 10/ 11/ 2017 0738
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SUBJECT
 COLLI SI ON ANALYSI S

I work in the Traffic Investigations Unit of the Portland Police Bureau as a collision reconstructionist and investigator. I have been the primary investigator in at least 100 fatal and serious injury vehicle collisions, and assisted on approximately 50 additional fatal and serious injury vehicle collisions. I am also certified as a collision reconstructionist through ACTAR, the Accreditation Commission for Traffic Accident Reconstruction.

CRASH DYNAMICS:

Officer Koenig asked if I could look at a collision that took place on 09/12/17 at the 9400 block of N. Columbia Blvd. The posted speed limit is 40mph. The sign for this is posted at N. Swift Ct. I reviewed the written reports in RegJin and viewed the photos in DIMS to complete this report. From viewing the photos it is clear that the Hyundai was heading in a northwest direction in the right lane of Columbia Blvd. The van was pulling out of City Dump Rd onto Columbia Blvd with the intention of heading southeast on Columbia Blvd. There was a lengthy set of parallel skid marks starting in the right lane with a trajectory toward the area of impact. Area of impact occurred in front of the entrance to City Dump Rd. It appears that the Hyundai severely impacted the driver's side of the Ford Econoline just behind the driver's door. The van's center of mass sits higher relative to the leading edge and bumper of the Hyundai. With the Hyundai's lower front, it acted as a wedge, causing the van to rotate onto its driver side while also rotating it counter clockwise about 190 degrees. The impact also caused the Hyundai to rotate counterclockwise as it continued after impact to its point of rest.

Using a GoogleEarth overlay, I created a scale diagram of the scene. I used Officer Koenig's measurements to place the approximate location of the vehicles and skid marks.

PERCEPTION/REACTION:

Studies have been done on a person's perception/reaction time. One such study authored by Olson, P.L. & Sivak, M. (1986) "Perception-response time to unexpected roadway hazards", states that a person's perception reaction time is 1.5 seconds for unanticipated obstacles in the roadway. This is the amount of time required, on average, for a person to see an object, make a determination of whether or not it is a hazard, make a decision about what to do, then implement that decision by having the brain send signals to the large muscle groups of the leg or arms and then move the foot onto the brake, jerk the steering wheel with the arms, or both. Arguments could be made for quicker or slower reaction times, based on available lighting, driver fatigue, impairment, whether the driver is alert to the need to brake, and many other factors.

On this issue of alertness, Marc Green, Phd, an author of articles on driver's perception-reaction time writes about levels of alertness by breaking it down into three categories:

"Expected: the driver is alert and aware of the good possibility that braking will be necessary. This is the absolute best reaction time possible. The best estimate is 0.7 second. Of this, 0.5 is perception and 0.2 is movement, the time required to release the accelerator and to depress the brake pedal.

Unexpected: the driver detects a common road signal such as a brake from the car ahead or from a traffic signal. Reaction time is somewhat slower, about 1.25 seconds. This is due to the increase in perception time to over a second with movement time still about 0.2 second.

Surprise: the driver encounters a very unusual circumstance, such as a pedestrian or another car crossing the road in the near distance. There is extra time needed to interpret the event and to decide upon response. Reaction time depends to some extent on the distance to the obstacle and whether it is approaching from the side and is first seen in peripheral vision. The best

Exhibit A

TRAFFIC CRASH-INJ-OTHER MV

Portland Police Bureau
PUBLIC RECORD RELEASE

CASE NUMBER
GO 42 2017- 301237

estimate is 1.5 seconds for side incursions and perhaps a few tenths of a second faster for straight-ahead obstacles. Perception time is 1.2 seconds while movement time lengthens to 0.3 second."

-taken from his website: Marc Green,Phd Human Factors
<http://www.visualexpert.com/Resources/reactiontime.html>

SPEED CALCULATIONS:

I know that on a dry road surface such as this, the coefficient of friction of the Hyundai's tires on the asphalt surface will be about .76. If the Hyundai had simply left 130 feet of skid and came to a complete stop after 130 feet, the calculated minimum speed at the beginning of the skidding would be 54mph. This does not take into consideration the braking that may have occurred prior to the wheels of the Hyundai locking up and skidding. In addition, this is not even considering the energy loss from impact.

If an impact speed of 40mph is assumed, then using the combined speed equation, the calculated speed when the Hyundai began skidding is 67.55 mph. Considering the damage, this seems realistic.

How much distance would the Hyundai need to stop from 40mph, which is the posted speed limit, at a coefficient of friction of .76?

The stopping distance required is 70 feet.

TIME/DISTANCE:

Considering a 1.5 second perception reaction time, if Mateo was traveling at 67 mph, how far back was the Hyundai when Mateo first perceived the hazard?

The Hyundai would travel 147 feet during perception reaction phase (98.22 ft/sec x 1.5 sec).

The Hyundai would travel +130 feet during braking.

The Hyundai was 277 feet back from the area of impact when at point of first perception.

Now, from 277 feet prior to impact, if Mateo was traveling at the posted speed limit of 40mph, how much distance would he need to stop, considering a 1.5 second perception reaction time, and would the collision have occurred?

At 40mph, Mateo would need 158 feet to perceive and stop. He would have been able to stop 119 feet before reaching the area of impact. The collision would not have occurred.

Considering a .7 second perception reaction time, if Mateo was traveling at 67 mph, how far back was the Hyundai when Mateo first perceived the hazard?

The Hyundai would travel 68.75 feet during perception reaction phase. (98.22 ft/sec x .7 sec)

The Hyundai would travel +130 feet during braking.

The Hyundai was 198.75 feet back when at point of first perception.

Now, from 198 feet prior to impact, if Mateo was traveling at the posted speed limit of 40mph, how much distance would he need to stop, considering a .7 second perception reaction time, and would have the collision occurred?

At 40 mph, Mateo would need 111 feet to perceive and stop. He would have been able to stop 87.75 feet before the impact. The collision would not have occurred.

CONCLUSION:

Exhibit A

TRAFFIC CRASH-INJ-OTHER MV

Portland Police Bureau
PUBLIC RECORD RELEASE

CASE NUMBER
GO 42 2017-301237

From Emori's perspective, the driver of the van, he is making the decision to pull out based on a clear path to get out onto the roadway. I know that drivers have a more difficult time picking up the movement of objects coming toward or away from them compared to an object moving side to side in their field of view. And if perceived, judging speed of an object coming directly toward the person is more difficult. One expects vehicles to be going the speed limit and decisions to pull out onto the road, such as what Emori faced, are based on that. This is why speeding driver's give up their right of way.

From examining this collision it is clear to me that Mateo was driving the Hyundai at speeds well over the 40mph posted speed limit. Mateo's statement to Officer Koenig that maybe he was going 45mph is also false. Even if Mateo was traveling at 45 mph, he should have been able to stop the Hyundai in 88 feet. Here, Mateo left 130 feet of skidding and he severely impacted the side of the van.

Considering that the impact was behind the driver's door, if Mateo was driving the Hyundai at slightly slower than his true speed, the van would have been out of the path of the Hyundai and this collision would not have occurred. In addition, the Hyundai was not equipped with anti-lock brakes. My internet research showed that feature was not available until 2004. If it was the front wheels that left the skid marks, then Mateo's slamming of the brakes to the point of lock up also caused him to lose his ability to steer the car. At any point in that long skidding, had he just modulated or lifted the pressure on the brakes to relieve the lock up, the front tires would start rolling and he would have regained his ability to steer and he could have also avoided this collision. Mateo's excessive speed caused this collision.

Exhibit A

895788232

TRAFFIC CRASH-INJ-OTHER MV

Portland Police Bureau PUBLIC RECORD RELEASE

CASE NUMBER
GO 42 2017-301237

IMAGE ATTACHMENT (1752823) WORKSHEETS



Officer Chris Johnson
Portland Police Bureau
Traffic Investigations Unit
PPB Case #2017-301237

MINIMUM SPEED W/ KNOWN DRAG FACTOR

Find a Minimum Speed with a Skid Distance and Drag Factor.

$$S = \sqrt{30 \times D \times f}$$

$$S = \sqrt{30 \times 130.00 \times 0.76}$$

$$S = \sqrt{2964.00}$$

$$S = 54.44$$

S = The Speed in MPH
30 = A Constant
D = The Distance in Feet
f = The Adjusted Accel/ Drag Factor.

Formula Inputs:

The Acceleration/ Drag Factor is: 0.76
The Distance in Feet is: 130.00

Formula Results:

The Speed in MPH is: 54.44
The Velocity in FPS is: 79.84

Calculation Notes:

This is the speed the Hyundai would be traveling at the beginning of skidding and it simply came to a complete stop at the end of the skid.

Exhibit A

695788232

TRAFFIC CRASH-INJ-OTHER MV

Portland Police Bureau PUBLIC RECORD RELEASE

CASE NUMBER
GO 42 2017-301237



Officer Chris Johnson
Portland Police Bureau
Traffic Investigations Unit
PPB Case #2017-301237

COMBINED MINIMUM SPEEDS W/ KNOWN SPEEDS

Find a Combined Speed with up to 8 speeds.

$$S = \sqrt{S^2(1) + S^2(2) + \dots + S^2(n)}$$

$$S = \sqrt{(40.00)^2 + (54.00)^2 + (0.00)^2 + (0.00)^2 + (0.00)^2 + (0.00)^2 + (0.00)^2 + (0.00)^2}$$

$$S = \sqrt{1600.00 + 2916.00 + 0.00 + 0.00 + 0.00 + 0.00 + 0.00 + 0.00}$$

$$S = \sqrt{4516.00}$$

$$S = 67.20$$

S = The Speed in MPH.
S² = The Individual Min. Speed.
(1), (2), (n) = The # of the individual speed.

Formula Inputs:

Speed #1 in MPH is: 40.00
Speed #2 in MPH is: 54.00

Formula Results:

The Speed in MPH is: 67.20
The Velocity in FPS is: 98.56

Calculation Notes:

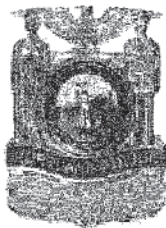
Speed of the Hyundai at the beginning of the skidding if an impact speed of 40mph is assumed and the equivalent speed loss of the skidding is 54mph.

895788232

TRAFFIC CRASH:INJ-OTHER MV

Portland Police Bureau
PUBLIC RECORD RELEASE

CASE NUMBER
GO 42 2017-301237



Officer Chris Johnson
Portland Police Bureau
Traffic Investigations Unit
PPB Case #2017-301237

TOTAL STOPPING DISTANCE

Find a Total Stopping Distance with Speed, Decel Factor, and Perception && Reaction Time.

$$D = \frac{S^2}{30 \times f} \quad D = \frac{40.00^2}{30 \times 0.76}$$

D = The Distance In Feet
S = The Speed in MPH.
30 = A Constant
f = The Acceleration/Drag Factor.

D = 70.17

Dpr = Tpr × S × 1.466..
Dpr = 0.00 × 40.00 × 1.466..
Dpr = 0.00

Dpr = The P & R Distance In Feet
Tpr = The P & R Time In Seconds.
S = The Speed in MPH.
1.466... = A Constant.

Dt = Dpr + D
Dt = 0.00 + 70.17
Dt = 70.17

Dt = The Total Stopping Dist in Feet
Dpr = The P & R Distance In Feet
D = The Distance In Feet.

Formula Inputs:

The Speed in MPH is: 40.00
The Acceleration/Drag Factor is: 0.76
The P & R Time in Seconds is: 0.00

Formula Results:

The Distance in Feet is: 70.17
The P & R Dist in Feet is: 0.00
The Total Stop Dist in Feet is: 70.17

Calculation Notes:

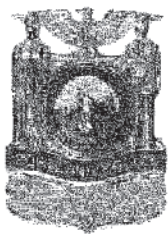
Distance the Hyundai would need to stop from 40mph.

895788232

TRAFFIC CRASH:INJ-OTHER MV

Portland Police Bureau PUBLIC RECORD RELEASE

CASE NUMBER
GO 42 2017-301237



Officer Chris Johnson
Portland Police Bureau
Traffic Investigations Unit
PPB Case #2017-301237

TOTAL STOPPING DISTANCE

Find a Total Stopping Distance with Speed, Decel Factor, and Perception && Reaction Time.

$$D = \frac{S^2}{30 \times f} \qquad D = \frac{40.00^2}{30 \times 0.76}$$

D = The Distance in Feet
S = The Speed in MPH.
30 = A Constant
f = The Acceleration/Drag Factor.

D = 70.17

$$D_{pr} = T_{pr} \times S \times 1.466..$$

$$D_{pr} = 1.50 \times 40.00 \times 1.466..$$

$$D_{pr} = 88.00$$

Dpr = The P & R Distance In Feet
Tpr = The P & R Time in Seconds.
S = The Speed In MPH.
1.466... = A Constant

$$D_t = D_{pr} + D$$

$$D_t = 88.00 + 70.17$$

$$D_t = 158.17$$

Dt = The Total Stopping Dist In Feet
Dpr = The P & R Distance in Feet
D = The Distance In Feet

Formula Inputs:

The Speed In MPH is:	40.00
The Acceleration/Drag Factor is:	0.76
The P & R Time in Seconds is:	1.50

Formula Results:

The Distance in Feet is:	70.17
The P & R Dist in Feet is:	88.00
The Total Stop Dist in Feet is:	158.17

Calculation Notes:

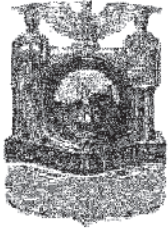
If Mateo had a 1.5 second perception reaction time and was traveling at 40 mph, then he would need 158 feet to stop.

895788232

TRAFFIC CRASH-INJ-OTHER MV

Portland Police Bureau PUBLIC RECORD RELEASE

CASE NUMBER
GO 42 2017-301237



Officer Chris Johnson
Portland Police Bureau
Traffic Investigations Unit
PPB Case #2017-301237

TOTAL STOPPING DISTANCE

Find a Total Stopping Distance with Speed, Decel Factor, and Perception & Reaction Time.

$$D = \frac{S^2}{30 \times f} \quad D = \frac{40.00^2}{30 \times 0.76}$$

D = 70.17

$$D_{pr} = T_{pr} \times S \times 1.466..$$

$$D_{pr} = 0.70 \times 40.00 \times 1.466..$$

$$D_{pr} = 41.06$$

$$D_t = D_{pr} + D$$

$$D_t = 41.06 + 70.17$$

$$D_t = 111.23$$

D = The Distance in Feet
S = The Speed in MPH.
30 = A Constant
f = The Accelerator/Drag Factor.

D_{pr} = The P & R Distance in Feet
T_{pr} = The P & R Time in Seconds.
S = The Speed In MPH.
1.466... = A Constant.

D_t = The Total Stopping Dist in Feet
D_{pr} = The P & R Distance in Feet
D = The Distance in Feet

Formula Inputs:

The Speed in MPH is:	40.00
The Acceleration/Drag Factor is:	0.76
The P & R Time in Seconds is:	0.70

Formula Results:

The Distance in Feet is:	70.17
The P & R Dist in Feet is:	41.06
The Total Stop Dist in Feet is:	111.23

Calculation Notes:

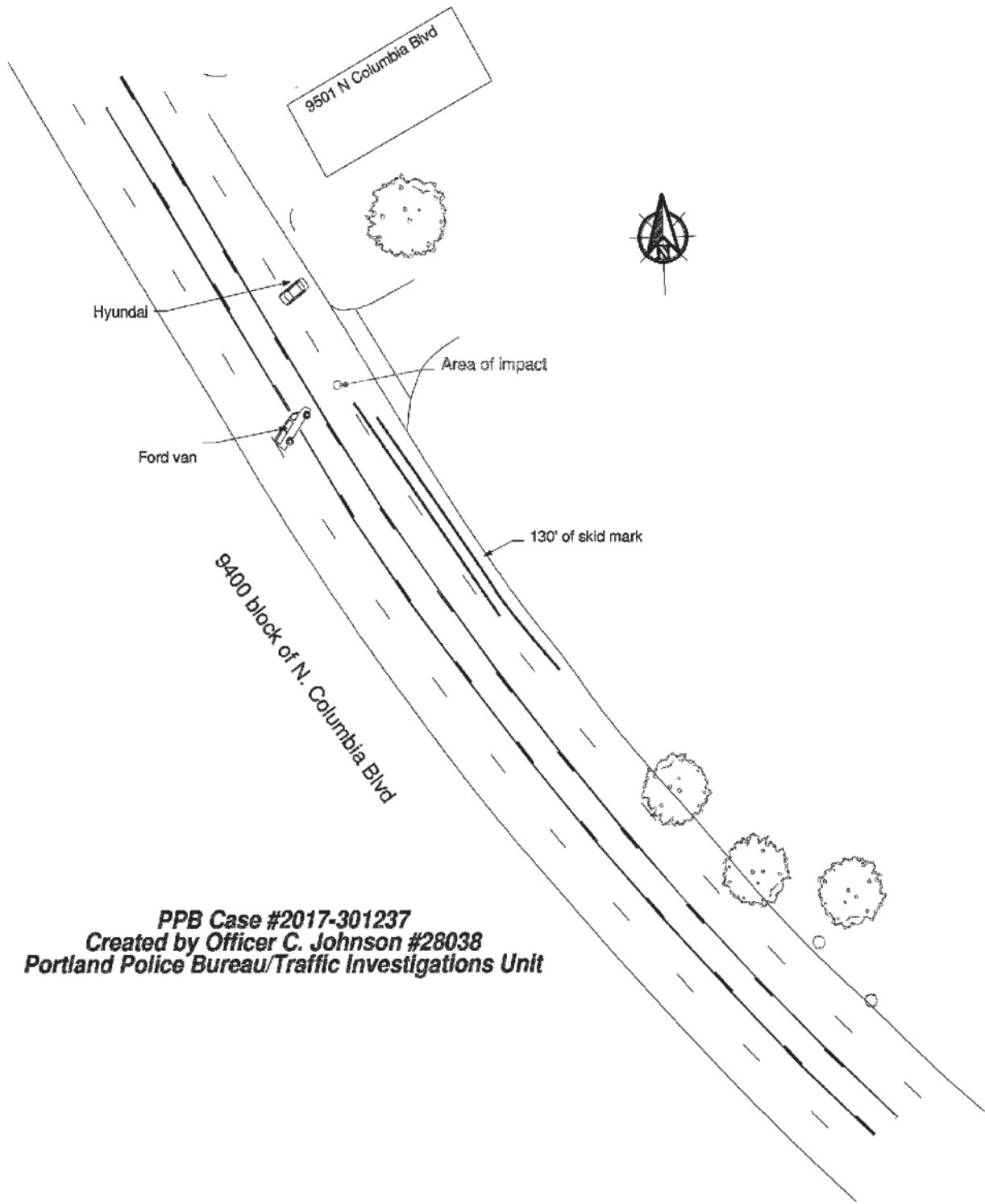
If Mateo had a .7 second perception reaction time and was traveling at 40 mph, then he would need 111 feet to perceive and stop.

Exhibit A

Portland Police Bureau PUBLIC RECORD RELEASE

CASE NUMBER
GO 42 2017-301237

IMAGE ATTACHMENT (1752828) CRASH DIAGRAM



PPB Case #2017-301237
Created by Officer C. Johnson #28038
Portland Police Bureau/Traffic Investigations Unit

Exhibit A

TRAFFIC CRASH-INJ-OTHER MV

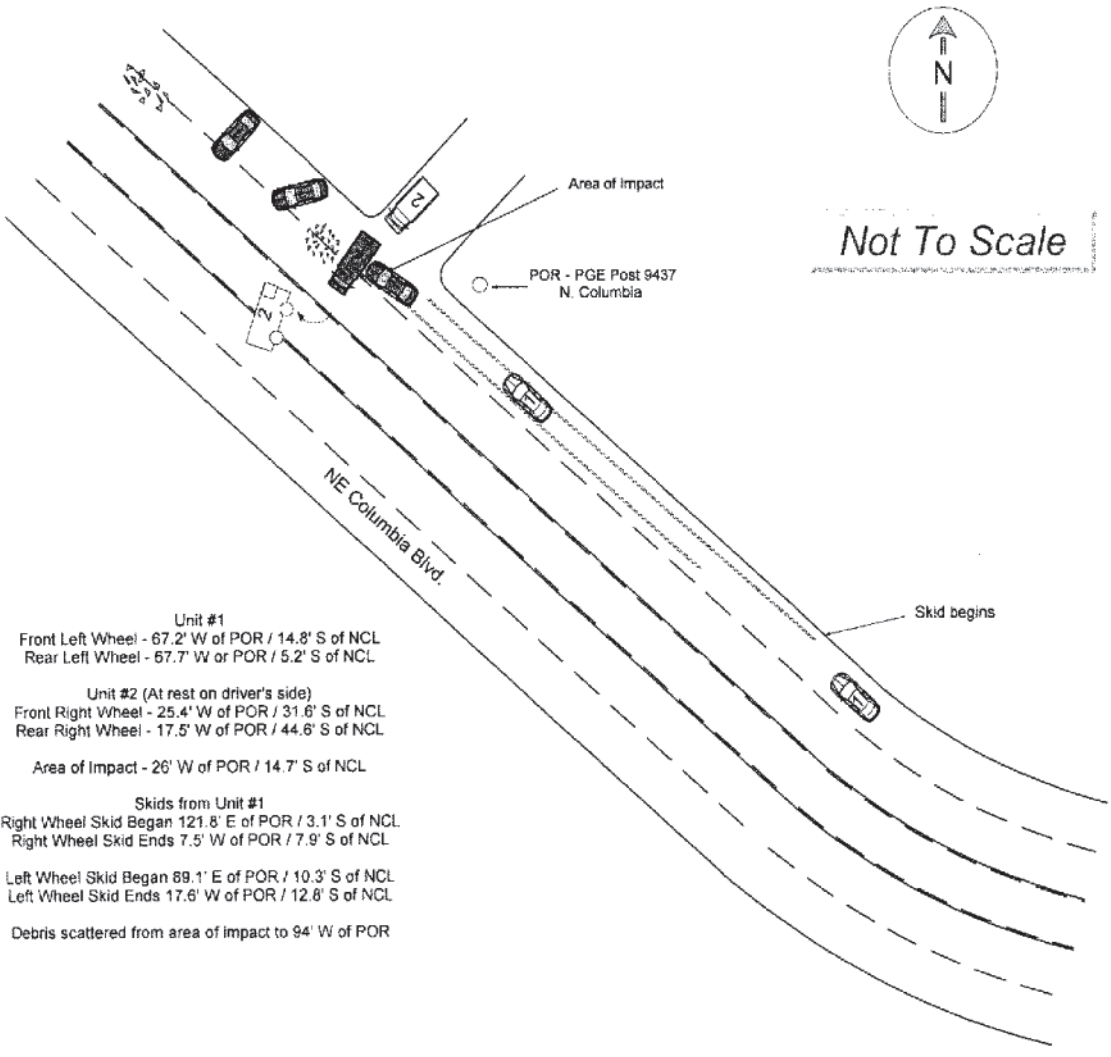
Portland Police Bureau PUBLIC RECORD RELEASE

CASE NUMBER
GO 42 2017-301237

IMAGE ATTACHMENT (1707207) CRASH DIAGRAM

17-301237

DATE 09/12/2017	CASE NUMBER 17-301237	PREPARED BY Officer J. Koenig #41301
LOCATION 9300 Block of N. Columbia Blvd.		



Unit #1
 Front Left Wheel - 67.2' W of POR / 14.8' S of NCL
 Rear Left Wheel - 67.7' W of POR / 5.2' S of NCL

Unit #2 (At rest on driver's side)
 Front Right Wheel - 25.4' W of POR / 31.6' S of NCL
 Rear Right Wheel - 17.5' W of POR / 44.6' S of NCL

Area of Impact - 26' W of POR / 14.7' S of NCL

Skids from Unit #1
 Right Wheel Skid Began 121.8' E of POR / 3.1' S of NCL
 Right Wheel Skid Ends 7.5' W of POR / 7.9' S of NCL

Left Wheel Skid Began 89.1' E of POR / 10.3' S of NCL
 Left Wheel Skid Ends 17.6' W of POR / 12.6' S of NCL

Debris scattered from area of impact to 94' W of POR

TRAFFIC CRASH-INJ-OTHER MV

Portland Police Bureau
PUBLIC RECORD RELEASE

CASE NUMBER
GO 42 2017-301237

RELATED ARREST REPORT: AB# 15986				
ARRESTEE MATEO, GASPAR DAVI D		DOB [REDACTED] 1999	RELATED CD# 515400	INTERPRETER NEEDED No
ARREST DATE/TIME 09/ 12/ 2017 1800	ARREST TYPE SUMMONED / CITED / RELEASED	STATUS CHARGED	REASON FOR ARREST PROBABLE CAUSE	
ARREST LOCATION 9300 BLOCK N COLUMBIA BLVD, PORTLAND				
COUNTY MULTNOMAH	DISTRICT (PPB PRECINCT) NO	BEAT (PPB DISTRICT) 520	GRID 88890	
SUMMARY OF FACTS TRAFFIC CRASH / RECKLESS DRIVING, ASSAULT IV X2		ARMED WITH UNARMED		
ARRESTING OFFICER 1 KOENIG, JASON M (41301)				
APPROVED BY ENGSTROM, TY D (43502)		APPROVED DATE 09/ 20/ 2017		

*** END OF HARDCOPY ***

Exhibit A

Deposition of:
Tadashi David Emori

June 23, 2021

Henry Michael Fuhrer
vs.
Avis Budget Group, Inc.; et al.

Case No.: 19CV38807



Tadashi David Emori

1 are owned by -- or, I should say, in the Avis Budget
2 inventory from and to primarily their facilities around
3 the Portland Airport and around Portland Metropolitan
4 area, and also transport cars to some of the repair
5 facilities from the admin building to various repair
6 shops in Portland and Vancouver, and at times travel to
7 as far as Seattle or Eugene or -- primarily. It's
8 primarily -- primarily just moving cars around to the
9 different facilities of Avis Budget.

10 **Q. Okay. So are you moving single cars around or are**
11 **cars loaded up on a truck of some sort and then you**
12 **drive that truck?**

13 A. No. Single cars.

14 **Q. Do you have occasion to drive vans?**

15 A. Yes, both as -- if a person is a lead driver they
16 will drive a van or it may be a rental inventory item.

17 **Q. What is a lead driver?**

18 A. A lead driver is a person who basically is
19 responsible to direct a group of drivers as to what
20 vehicles are to be taken to the different facilities
21 and to basically pick them up from one location to
22 another location if a car is not to be driven back.

23 **Q. You started out talking about just driving single**
24 **cars around. What percentage of your time before this**
25 **crash were you driving vans or driving other**

Tadashi David Emori

1 **individuals?**

2 A. In terms of driving individual cars I probably
3 spent 80 percent of my time, maybe 85 percent. I was
4 only lead driver for about 10 -- I mean 20 to 15
5 percent.

6 **Q. And when did you become a lead driver?**

7 A. I would say two years previous to the accident, and
8 that was still intermittent. Not every shift that I
9 worked was I a lead.

10 **Q. And you were a lead driver at the time of this**
11 **crash?**

12 **A. That's correct.**

13 **Q. Getting back to employment history.**

14 **Prior to working for Avis for the ten years or so,**
15 **what did you do before that?**

16 A. I can give you a general outline, but it is
17 somewhat difficult to specify exactly my employment.

18 I worked as an interviewer for the Department of
19 Education and also an interviewer for the Census
20 Department, whenever possible, and also I worked as a
21 sales rep for a company called Life Settlement in
22 speaking to senior citizens about settlement financing.

23 **Q. And I'm going to have us turn to your employment**
24 **file, which is at Exhibit 28. And if you could turn to**
25 **page 2 of Exhibit 28, and it's bates stamped in the**

Tadashi David Emori

1 A. I think I was working three days a week at that
2 time. It varied from two to three days. It varied
3 from two to three days, depending on the week.

4 **Q. Okay. And how many hours a day did you usually**
5 **work?**

6 A. Eight to nine.

7 **Q. Eight regular hours, then if you worked another**
8 **hour that would be an overtime hour?**

9 A. Our normal schedule was 7:00 to 4:30 with 30
10 minutes lunch, but that -- it could vary.

11 **Q. All right. And then down below it says, "Normal**
12 **hours 25."**

13 **That's approximately correct at the time you**
14 **started?**

15 A. Yeah, approximately correct, yes.

16 **Q. And turning to Exhibit 28, defense production 0223.**

17 **Now, in this case there are several different Avis**
18 **entities that are named as parties. Do you have any**
19 **familiarity with the different Avis entities or**
20 **subsidiaries?**

21 A. No.

22 **Q. And on your Earnings Statement it says that the**
23 **entity that you were employed by was AB Car Rental**
24 **Services. Is that your understanding?**

25 **A. That is my understanding.**

Tadashi David Emori

1 Q. And how do you know that?

2 A. That's what's written on my pay stub and on my W-2.

3 Q. Okay. And back to Exhibit 28, bates stamp 223. Up
4 at the top it says, "Avis Budget Rental, LLC, and its
5 subsidiary companies will provide," and then it goes
6 on.

7 Avis Budget Car Rental, LLC, that was not your
8 employer; correct?

9 A. All I know is that what my pay stub and my W-2
10 says, and all of them say, "AB Car Rental Service,
11 Inc."

12 Q. Okay. And has that always been the same where AB
13 Car Rental Service, Inc., was the company that paid
14 you?

15 A. I don't know. I would have to --

16 Q. Do you have --

17 A. -- I would have to look back at all my record. But
18 I just looked at the last three years, and that's what
19 it's been.

20 Q. Okay. I'm going to have you turn to Exhibit 29,
21 the first page.

22 (Exhibit 29 marked.)

23 (Document uploaded for viewing.)

24 BY MR. D'AMORE:

25 Q. And up at the top it shows your Earning Statements,

Tadashi David Emori

1 the period beginning and the period ending, from 8/12
2 through 8/25/2017. Do you see that?

3 A. Yes.

4 Q. And the pay date for this pay stub was 9/1/2017. A.
5 Yes.

6 Q. And it's a pay stub from AB Car Rental Services.
7 See that?

8 A. Yes.

9 Q. Would that indicate to you that AB Car Rental
10 Services was your employer at the time of this incident?

11 A. Yes.

12 Q. Do you have any memory of ever being employed by
13 any other Avis subsidiary or entity besides AB Car
14 Rental Services?

15 A. Only difference I see is that my current pay stub
16 says AB Car Services -- I mean, AB Car Rental Services,
17 Inc.

18 Q. Your current one has the Inc. at the end?

19 A. Yes.

20 Q. Do you know if AB Car Rental Services, Inc., is any
21 different than AB Car Rental Services?

22 A. No.

23 Q. All right.

24

25 **MR. D'AMORE:** And if we could turn to Exhibit

Tadashi David Emori

1 Q. How many, approximately, do you recall working at
2 the time of the crash?

3 A. 10 to 12.

4 Q. Okay. And how many were in your vehicle at the
5 time of the crash?

6 A. Myself and three others.

7 Q. Do you know what the other shuttlers were doing
8 that day or were you the only ones working that day?

9 A. No. There was another crew working that day.

10 Q. How many in that crew?

11 A. I don't know.

12 Q. How is it that you get assigned, I guess, when you
13 show up in the morning? Or do you know ahead of time
14 where you are going and what you are doing?

15 A. No, do not know exactly what we'd be doing that day
16 until we are told, and it is subject to change.

17 Q. Can you describe for me what you did that day just
18 starting off with when you arrived?

19 MR. VERALRUD: Object to form.

20 THE WITNESS: The primary responsibility at the
21 beginning of the day was to take -- or pick up
22 out-of-service cars, either at the airport or at
23 airport Avis location or the location of Budget
24 location and bring the out-of-service cars down to
25 admin. And the secondary responsibility is to

Tadashi David Emori

1 take cars that are ready to rent to those two
2 locations. The next job typically that we do is
3 that we are assigned to either take cars or to
4 retrieve cars from the different rental locations
5 in metropolitan Portland back from the admin
6 building.

7 And the third responsibility is to take cars
8 usually at the -- towards the end of the day to
9 either the rail or to the auctions.

10 BY MR. D'AMORE:

11 **Q. Okay. Thank you for that explanation.**

12 **So when you arrive in the morning, typically where**
13 **do you park?**

14 A. In an employee parking lot.

15 **Q. Where is that located?**

16 A. It is on the west side of the facility.

17 **Q. Okay.**

18 A. It is a dedicated area.

19 **Q. And if you are moving a car from one place to the**
20 **other, would it oftentimes be from the airport to a**
21 **service shop? Or how does that work?**

22 A. Typically the distribution people at that point in
23 history did not do that.

24 **Q. What did they do?**

25 A. Move the rental cars to and from the airport or the

Tadashi David Emori

1 **Is that accurate?**

2 A. Yes.

3 **Q. That's what you had told the officer?**

4 A. Yes.

5 **Q. "Tadashi then said that he did not realize how fast**
6 **an approaching white car was traveling. He said that**
7 **he thinks it must have been going 65 to 70 miles per**
8 **hour."**

9 **How did you come up with that estimate?**

10 A. Just an estimate of speed in terms of seeing how
11 fast the car was moving.

12 **Q. Did you see the car coming around the curve?**

13 MR. VERALRUD: Object to form.

14 THE WITNESS: Yes.

15 BY MR. D'AMORE:

16 **Q. Did you see the car before it reached the curve?**

17 A. No. Could not see.

18 **Q. How far along the curve did the car travel when you**
19 **first saw it?**

20 MR. VERALRUD: Object to form.

21 THE WITNESS: I saw the car immediately upon
22 it entering the curve.

23 BY MR. D'AMORE:

24 **Q. Okay. And so was your head focused in that**
25 **direction?**

Tadashi David Emori

1 A. Yes.

2 Q. And after you saw the car did you then turn your
3 head away to check for traffic in the opposite direction?

4 A. Yes.

5 Q. How long was it from the time you first saw the car
6 until impact?

7 A. Couldn't tell you.

8 Q. After you turned your head to the left and saw the
9 car and then turned away, were you ever able to see the
10 car again before impact?

11 A. Yes.

12

13 MR. VERALRUD: Objection. Misstates prior
14 testimony.

15 Q. Can you describe that for me, when you saw the car
16 again?

17 A. I thought that the car was out of control, and
18 because of that I knew that it was going to -- the
19 possibility of hitting me was great.

20 Q. Possibility of what?

21 A. Of the car hitting me was great.

22 Q. I think I asked this, but I don't think I quite
23 heard you.

24 How long was it from the time you first saw the car
25 until the impact?

Tadashi David Emori

1 **you saw the car for the first time?**

2 A. I would estimate that I was -- my front wheels were
3 in the second lane.

4 **Q. Front wheels just into the second lane or were your**
5 **wheels, like, right on top of the line separating the**
6 **lanes?**

7 A. I couldn't tell you that.

8 **Q. How fast do you think you were going when you**
9 **pulled out?**

10 A. Five miles an hour, my estimate.

11 **Q. Now, were you aware at the time of the crash that**
12 **there is a lot of auto incidents in the area there?**

13 MR. VERALRUD: Object to form.

14 THE WITNESS: Yes.

15 BY MR. D'AMORE:

16 **Q. What is your knowledge about incidents in the area?**

17 A. Just that it is a very dangerous location because
18 of the amount of traffic, and especially truck traffic.

19 **Q. So are there a lot of incidents that you've heard**
20 **about in that area?**

21 MR. VERALRUD: Object to form.

22 THE WITNESS: Not directly.

23 BY MR. D'AMORE:

24 **Q. I missed that, Mr. Emori.**

25 A. I said not directly, no.

Tadashi David Emori

1 Q. How do you get that information indirectly?

2 A. Conversation with other drivers, Avis Budget
3 drivers.

4 Q. Are you aware of the danger caused by the curve in
5 the road there?

6 A. Definitely, yes.

7 Q. You were aware of it at the time of the crash?

8 A. Yes.

9 Q. Now, when you turned to the right to check for
10 traffic in that direction, is it fair to say that you
11 had not started pulling out yet?

12 A. I checked traffic both left and right before I
13 committed to drive out.

14 Q. Okay. So you look left and then you look right, if
15 you don't see anything then you pull out?

16 A. That's correct.

17 Q. You don't look left and then right and look left
18 again before puling out; correct?

19 A. I will look to the left first, and then look to the
20 right. And since I was turning left, I look again to
21 the left before I pull out.

22 Q. But typically you would just look left and then
23 right, correct, if you were pulling straight ahead?

24 A. Probably, yes.

25 Q. And what lane heading back toward the white car,

Tadashi David Emori

1 crash occurred?

2 A. I think it's 40 miles an hour.

3 Q. And given that area, would you expect cars to go --
4 some go less than 40, some go more than 40?

5 MR. VERALRUD: Object to form.

6 THE WITNESS: Yes.

7 BY MR. D'AMORE:

8 Q. You had an expectation at the time that some
9 vehicles would travel more than 40 miles per hour
10 through there?

11 A. Yes.

12 Q. I'm going to have you turn to Exhibit 32, page 18.

13 A. Yes.

14 Q. I'm trying to get a sense from where this photo is
15 taken.

16 MR. VERALRUD: Objection. Lacks foundation.

17 Q. Do you see the road where you pulled out in this
18 photo?

19 A. I don't know. Can't tell.

20 Q. Fair enough. I can't tell either.

21 MR. D'AMORE: If we could turn to Exhibit 32,
22 page 11.

23 Q. Mr. Emori, can you see toward the right of the
24 photograph, Exhibit 32, page 11, where cars -- or it
25 looks like maybe a truck is parked; it's to the right

Tadashi David Emori

1 of the wreckage. You see that truck back there?

2 A. It looks like a pickup.

3 Q. Is that the road where you pulled out of?

4 A. Yes.

5 Q. And I shouldn't necessarily call it a road. It's
6 more of a parking lot, I think you said?

7 A. Yes. It's an access road.

8 Q. How far --

9 A. Or driveway.

10 Q. How far back is the security gate that you
11 mentioned earlier?

12 A. You go down the road that you see there on the
13 right, I would say 400 yards, and then you make a
14 right-hand turn and go down about an eighth of a mile.

15 Q. And I see a business to the left where the car is
16 crashed. What is that business? If you know.

17 A. I'm not sure.

18 Q. Now, at the time of the crash who was your
19 supervisor?

20 A. Michael Pratt.

21 Q. And who assigns your -- at the time of the crash,
22 who assigned your tasks for the day?

23 A. General task assignment is defined by Michael
24 Pratt, but the actual specifics is done by the
25 dispatcher.

Tadashi David Emori

1 A. I don't remember.

2 Q. Okay.

3 MR. D'AMORE: Mr. Veralrud, I would just ask
4 that we get the portions of, it looks like -- I'm
5 just speculating -- but that two documents, one is
6 copied over the other, and I can see that there is
7 something written down below. So if there is any
8 other documents, I would ask that we get those.

9 MR. VERALRUD: Sure. I'll check.

10 MR. D'AMORE: And no further questions,
11 Mr. Emori. Thank you very much for your time.

12 THE WITNESS: You're welcome.

13 MR. VERALRUD: I have some follow-up
14 questions for Mr. Emori, but I'd like to open the
15 floor to other counsel to ask any questions if
16 they have any others first.

17

18 EXAMINATION

19

20 BY MR. ORTIZ:

21 Q. Good afternoon, Mr. Emori. My name is Alex Ortiz.
22 I'm attorney for Defendant Pablo Gaspar. I have a few
23 follow-up questions for you. I may be jumping around a
24 little bit.

25 What kind of driver's license do you have?

Tadashi David Emori

1 A. Let me put it this way. I do not have a commercial
2 license. I have a standard license.

3 **Q. Got it. And do you have any restrictions on your**
4 **license?**

5 A. On my license?

6 **Q. Yes.**

7 A. I have to wear glasses.

8 **Q. Okay. Had you had any jobs or employment before**
9 **working for Avis where you were working as a driver for**
10 **some company?**

11 A. No.

12 **Q. Okay. I have a quick question here. I put your**
13 **name in a court search earlier just to see what might**
14 **have come up, and there is a dba that I see from a**
15 **small claims case a number of years ago. It says,**
16 **"Walker Creek Systems."**

17 **Is that you? And do you know what that company was**
18 **doing?**

19 MR. VERALRUD: Object to form.

20 You can go ahead and answer the question,
21 Mr. Emori, if you understood them.

22 THE WITNESS: I understood, I think. But if
23 you could rephrase the question, I'd appreciate
24 it.

25 ///

Tadashi David Emori

1 BY MR. ORTIZ:

2 Q. Okay. I apologize for that. Going off my memory
3 of what you said. I might have some things wrong. I
4 wasn't trying to trip you up.

5 So is this a residential or commercial stretch of
6 road?

7 A. Didn't understand the question.

8 Q. Is that stretch of road of Columbia Boulevard, is
9 that going through a residential or commercial area?
10 If you know.

11 A. Commercial.

12 Q. Okay. Are there any changes of grade near where
13 the accident happened?

14 A. No.

15 Q. Okay. How far away was the other car when you
16 observed it?

17 MR. VERALRUD: Objection. Asked and
18 answered.

19 THE WITNESS: I would estimate couple
20 hundred -- couple hundred -- I don't know. Couple
21 hundred feet to -- two to 300 feet.

22 BY MR. ORTIZ:

23 Q. And you don't remember any trees obstructing your
24 vision?

25 MR. VERALRUD: Objection. Asked and

Tadashi David Emori

1 with any of the folks at Avis who were in a supervisory
2 role?

3 MR. VERALRUD: Object to form.

4 THE WITNESS: I have no idea.

5 BY MR. ORTIZ:

6 Q. Okay. I take it that means you never had any sort
7 of conversation with any higher up or supervisors at
8 Avis about any concerns about that stretch of Columbia.

9 MR. VERALRUD: Object to form.

10 THE WITNESS: Personally, no.

11 BY MR. ORTIZ:

12 Q. Okay. That's all the questions that I have. Thank
13 you, Mr. Emori.

14 A. Okay.

15 MR. HANSEN: This is Mr. Hansen. I have no
16 questions.

17 MS. BEASLEY: No questions.

18

19 EXAMINATION

20

21 BY MR. VERALRUD:

22 Q. Mr. Emori, I just have a couple of follow-up
23 questions.

24 Earlier Mr. D'Amore referred you to Exhibit 27,
25 which I'll represent to you is a copy of the police

Tadashi David Emori

1 report. I didn't see anything in there indicating that
2 you were issued a citation as a result of the accident;
3 is that true?

4 A. I received no citation.

5 Q. At any point after the accident did law enforcement
6 give you an explanation about why you weren't issued a
7 citation?

8 A. They said I was not responsible in any way of the
9 accident.

10 Q. I'm jumping around here a bit.

11 I believe you testified earlier that just before
12 the accident happened, on the date of the accident,
13 that you were leaving the rail yard and intending to
14 drive the shuttle van to the admin building; is that
15 correct?

16 A. That's correct.

17 Q. When you were leaving the rail yard, did anyone
18 instruct you as to which route you would take to travel
19 to the admin building that day?

20 A. Did not.

21 Q. I believe you testified earlier that Michael Pratt
22 was your supervisor at the time of the accident;
23 correct?

24 A. Correct.

25 Q. So then fair to say that Mr. Pratt didn't instruct

Tadashi David Emori

FURTHER EXAMINATION

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BY MR. VERALRUD:

Q. Mr. Emori, just a couple of follow-up questions.

MR. VERALRUD: If you could please put up Exhibit 33 on the screen.

(Document uploaded for viewing.)

BY MR. VERALRUD:

Q. Mr. Emori, in the hundreds of times before the accident that you've encountered this intersection, the subject intersection of North Columbia Boulevard and North City Dump Road, have you ever taken a right-hand turn to travel back to the admin building as a shuttler?

A. Yes.

Q. I'm sorry. What was that sound?

A. Yes.

Q. Oh. Would you ever have to execute a U-turn in order to head back to the eastern direction of travel?

A. No, would never do that.

Q. Is it a longer route to travel right, to turn right at that intersection, than to turn left?

A. Yes.

Q. Of the hundreds of times that you've encountered this intersection before the accident, can you estimate

Tadashi David Emori

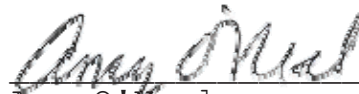
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C E R T I F I C A T E

STATE OF OREGON)
) ss.
County of Wasco)

I, Amy O'Neal, a Certified Shorthand Reporter within and for the State of Oregon, duly commissioned and qualified, do hereby certify that TADASHI DAVID EMORI appeared before me via Zoom at the time and place set forth in the caption hereof; that at said time and place I reported in stenotype all testimony adduced and other oral proceedings had in the foregoing matter, that thereafter my notes were reduced to and transcribed upon a computer, and the foregoing transcript, pages 1 through 99, both inclusive, constitutes a full, true and correct record of such testimony adduced and oral proceedings had and of the whole thereof.

WITNESS my hand and CSR stamp at Maupin, Oregon, this 5th day of July, 2021.



Amy O'Neal
Certified Shorthand Reporter
Oregon Certificate No. 90-0067
Expires: June 30, 2023



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IN THE CIRCUIT COURT OF THE STATE OF OREGON
 IN AND FOR THE COUNTY OF MULTNOMAH
 HENRY MICHAEL FUHRER,)
)
 Plaintiff,)
)
 vs.) No. 19CV38807
)
 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.)

VIDEOTAPED VIDEOCONFERENCE DEPOSITION OF
 HENRY MICHAEL FUHRER
 Taken in behalf of Defendants

* * *

June 24, 2021

Portland, Oregon

Heather Guevarra, CCR
 Court Reporter

1 Q. When did you start working for Avis? 14:04:01

2 A. I believe that was March of '19 -- not 14:04:04

3 '19, 2017. 14:04:10

4 Q. Can you describe your job duties as 14:04:14

5 driver for Avis? 14:04:24

6 A. Yes, I can. 14:04:26

7 Q. Please go ahead. 14:04:27

8 A. We moved cars from the storage lot out 14:04:29

9 to the various rental agency offices throughout 14:04:35

10 the metropolitan area. 14:04:39

11 Q. Did you ever operate one of Avis's 14:04:44

12 shuttle vans while you worked there? 14:04:48

13 A. No, I did not. 14:04:50

14 Q. When you worked for Avis, were you 14:04:51

15 working full time or part time? 14:05:01

16 A. Part time. 14:05:03

17 Q. Do you recall the name of your 14:05:03

18 supervisor while you worked for Avis? 14:05:09

19 A. Yes, I do. 14:05:12

20 Q. What's his or her name? 14:05:15

21 A. His name was Michael Pratt. 14:05:16

22 Q. Where were you employed immediately 14:05:20

23 before your time at Avis? 14:05:34

24 A. Would you restate that, please? 14:05:36

25 Q. Sure. Where did you work last before 14:05:38

1 fair question so I am -- I'm going to ask, 16:38:42
2 unless your attorney's instructing not to 16:38:45
3 answer, please respond to the question. 16:38:48
4 MR. MELVILLE: I'm objecting, Mike. 16:38:54
5 That's all that's required on the record.
6 You can answer, if you can. 16:38:56
7 THE WITNESS: Okay. Well, I don't know 16:38:58
8 how a person -- how a car gets T-boned unless 16:39:02
9 you pull out in front of somebody moving toward 16:39:05
10 you. I don't know what distances or what speeds 16:39:06
11 or anything like that. 16:39:10
12 Q. (By Mr. Veralrud) You were in the 16:39:13
13 shuttle van at the time of the accident -- 16:39:15
14 A. Yes. 16:39:18
15 Q. -- is it, based on your observations, 16:39:18
16 was Mr. Emori driving unsafely at the time? 16:39:20
17 A. I didn't notice how he was driving. 16:39:24
18 Q. But you noticed that he pulled out in 16:39:27
19 front of the white car? 16:39:30
20 A. Yes. 16:39:31
21 Q. When you noticed that Mr. Emori had 16:39:38
22 pulled out in front of the white car, was that 16:39:42
23 the same time that you saw the white car a few 16:39:44
24 seconds before impact. 16:39:47
25 A. Yes. 16:39:48

C E R T I F I C A T E

I, Heather Guevarra, a Notary Public for Oregon, do hereby certify that, pursuant to stipulation of counsel for the respective parties hereinbefore set forth, HENRY MICHAEL FUHRER virtually appeared before me at the time and place set forth in the caption hereof; that at said time and place I reported in Stenotype all testimony adduced and other oral proceedings had in the foregoing matter; that thereafter my notes were reduced to typewriting under my direction; and that the foregoing transcript, pages 1 to 116, both inclusive, constitutes a full, true and accurate record of all such testimony adduced and oral proceedings had, and of the whole thereof.

Witness my hand and Notarial stamp at Vancouver, Washington, this 5th day of July, 2021.



HEATHER GUEVARRA

Notary Public in and for the State of Oregon, residing at Vancouver, Washington

My Commission Expire 6/10/23

Page 117

CO. FILE DEPT. CLOCK VCHR. NO.
 [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

Earnings Statement

Period Beginning: 09/09/2017
 Period Ending: 09/22/2017
 Pay Date: 09/29/2017

AB Car Rental Services Employee ID: [REDACTED]
 6 Sylvan Way
 Parsippany, NJ 07054

Taxable Marital Status: Married

HENRY M FUHRER
 [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Important Notes
 Rate Type: Hourly
 Employer Identification Nbr: [REDACTED]

Deductions	Statutory	
	Federal Withholding Tax	[REDACTED]
	Social Security Tax	[REDACTED]
	Medicare Tax	[REDACTED]
	OR Withholding Tax	[REDACTED]
	Other	
	Oreg Work Bene	[REDACTED]
	Net Pay	\$ [REDACTED]
	Checking 1	[REDACTED]
	Net Check	\$ [REDACTED]

Other Benefits and Information

	this period	year to date
Total Work Hrs	[REDACTED]	[REDACTED]
Sick Time Balance		

50-937/213

AB Car Rental Services
 6 Sylvan Way
 Parsippany, NJ 07054

Advice number: [REDACTED]
 Period Beginning: 09/09/2017
 Period Ending: 09/22/2017
 Pay Date: 09/29/2017
 Employee ID: [REDACTED]

Pay to the order of **HENRY M FUHRER**
 This Amount: **NO AND 00/100 DOLLARS** **\$0.00**

NON-NEGOTIABLE
 (THIS IS NOT A CHECK)

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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH
HENRY MICHAEL FUHRER,)
Plaintiff,)
vs.) No. 19CV38807
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.)

VIDEO-RECORDED ZOOM 39C(6) DEPOSITION OF
AVIS DEFENDANTS DESIGNEE
MICHAEL PRATT
TAKEN ON BEHALF OF THE PLAINTIFF
MONDAY, MAY 17, 2021
ALL PARTIES ATTENDING VIA VIDEOCONFERENCE

Heather Ashton, RPR, CSR, CCR
Court Reporter

1 ownership, maintenance, insuring and salvage of the 09:08
2 subject van." And I think you said yes on that?
3 A Yes.
4 Q And No. 7, you're designated to speak to the
5 "Corporate policies related to the work being 09:08
6 conducted at the time of the subject Crash"?
7 A Yes.
8 Q And No. 8, "Corporate policies applicable to Henry
9 Michael Fuhrer and Davis Tadashi Emori"?
10 A Yes. 09:08
11 Q And No. 9, "The hiring and payment of wages to
12 Tadashi David Emori"?
13 A Yes.
14 Q And No. 10, "The hiring and payment of wages to
15 Henry Michael Fuhrer"? 09:08
16 A Yes.
17 Q And if we could go to page 3. On page 3, you are
18 also designated for No. 13 as the corporate rep for
19 "The work being conducted at the time of the subject
20 crash"? 09:09
21 A Yes.
22 Q And finally, No. 14, designated for "All claims for
23 injury or property damage known to the entities
24 listed in No. 1 above occurring on or during transit
25 to and from the lot along North Columbia Boulevard, 09:09

Page 10

1 Q Yes. 10:15

2 A So everyone that we hire as a driver is required to

3 have a valid driver's license, and we also require

4 them to do a driver record check with the state as

5 well as, you know, a background check. So when they 10:15

6 are hired as a driver, there are some expectations

7 that they can drive safely, they have a driver's

8 license, they have a clean record, they're driving

9 lawfully when they are driving. So there isn't

10 really any formal training about driving because 10:16

11 they already have a driver's license.

12 Q Okay. No formal training by Avis Budget?

13 MR. VERALRUD: Objection. Misstates prior

14 testimony.

15 THE WITNESS: The drivers are trained on where 10:16

16 to go, but not -- you know, not a step-by-step

17 process to get there. They follow directions, they

18 follow maps, they follow GPS, and they follow the

19 policies of doing that safely.

20 Q BY MR. D'AMORE: And do any of the drivers have a 10:17

21 commercial driver's license?

22 A It's not required.

23 Q How about Mr. Emori that was driving the other

24 employees? Does he have a commercial driver's

25 license? 10:17

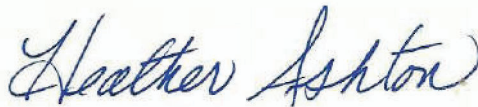
1 pick up stuff and drop it off. Do I have that 10:58
2 correct?
3 A A distribution clerk will assign a task, communicate
4 that -- by communicating that to the lead driver.
5 The lead driver will then instruct the team of 10:58
6 drivers that is working with him to perform the
7 task.
8 Q Okay. And they performed the task of dropping off
9 the vehicles on the date of this crash, correct?
10 A That's right. 10:58
11 Q And the incident occurred as they were heading back
12 to the administrative offices?
13 A Yes.
14 Q Was the lead driver instructed on how to get back to
15 the administrative offices? 10:59
16 A The route to return is the reverse of the route to
17 get there.
18 Q Are there any instructions or protocol that the
19 shuttlers and the lead driver need to follow in
20 terms of getting into the Ford lot and getting out 10:59
21 of the Ford lot?
22 MR. VERALRUD: Object to form. Compound.
23 THE WITNESS: There's one way in and one way
24 out, and that's the path that they follow.
25 Q BY MR. D'AMORE: Any protocol that they follow on 11:00

C E R T I F I C A T E

I, Heather Ashton, a Certified Shorthand Reporter for Oregon, do hereby certify that at said time and place I remotely reported in stenotype all testimony adduced and other oral proceedings had in the foregoing matter; that thereafter my notes were reduced to typewriting under my direction; and that the foregoing transcript, pages 1 to 62, both inclusive, constitutes a full, true, and accurate record of all such testimony adduced and oral proceedings had, and of the whole thereof.

I further certify review of the transcript was not requested.

Witness my hand and CSR at Portland, Oregon, this 24th day of May 2021.



Heather Ashton

RPR Certificate No. 801810

Oregon CSR No. 92-0246

Expires 3/31/2023

Washington CRR No. 2929

Expires 2/7/2022

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

HENRY MICHAEL FUHRER,)
)
 Plaintiff,) NO. 19CV38807
)
 vs.)
)
 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.)

39C(6) REMOTE DEPOSITION UPON ORAL EXAMINATION
OF AVIS BUDGET GROUP, INC.
DESIGNEE ALAN KOINES

WITNESS TIME: 12:00 P.M. Eastern Daylight Time
July 27, 2021

WITNESS LOCATION: Hoboken, New Jersey

Reported by: CONNIE FARANDA, RPR, CCR 2240, CSR 20-0462

1 A. Most of the vehicles around the world, to
2 clarify.

3 Q. Right. But the subject vehicle would count as
4 one of those.

5 A. Correct.

6 Q. Okay. I'm just going to go back to the depo
7 notice briefly. Those entities listed in item
8 number 1, can you see them there?

9 A. Yep. Yes.

10 Q. Avis Budget Group, Inc., Avis Budget Car
11 Rental, LLC, PV Holding Corp., AB Car Rental Service,
12 Inc., and Avis Rent A Car System, LLC, are all of those
13 entities entities which fall under the Avis Budget
14 Group?

15 A. Yes.

16 Q. And what is the Avis Budget Group?

17 A. Avis Budget Group, Inc., is the publicly
18 traded holding company of the -- of the Avis Budget
19 family of entities.

20 Q. I think it's somewhat of a different question,
21 and maybe we'll get into it, but I see various
22 references to Avis Budget Group in the documents, and
23 then I also see references to Avis Budget Group, Inc.

24 So my question is, are those two separate
25 concepts, or when I see Avis Budget Group, is that

1 vehicles in the fleet.

2 Q. Okay. What do you mean by "nominee
3 titleholder?

4 A. Due to our financing arrangement, the
5 titleholder of the vehicles in the fleet is PV
6 Holdings. So that is a separate entity away from the
7 operating entities. They have no employees and have no
8 functional responsibilities other than being a
9 titleholder of vehicles in the fleet.

10 Q. And PV Holding Corp. owned the vehicle
11 involved in this collision. Is that your
12 understanding?

13 A. Correct. PV Holding Corp. would own it.
14 There is a lienholder on that again due to the
15 financing arrangement that we have for the vehicles in
16 the fleet.

17 Q. Which entity paid for the subject vehicle?

18 MR. ARMSTRONG: Objection; beyond the
19 scope of the topics designated.

20 Alan, if you know from personal knowledge.

21 THE WITNESS: Oh, okay. I didn't know
22 if...

23 A. The entity that paid for it is an entity
24 called AESOP Leasing, LP.

25 Q. (By Mr. Stokes) What is AESOP Leasing, LP?

1 investors or banks to provide us that funding and to
2 liaison with those parties in order to obtain that
3 funding.

4 Q. All right. What is the role of AB Car Rental
5 Services, Inc., within the Avis organization?

6 A. They -- they're employees. Their primary role
7 is to maintain the fleet, things such as maintenance of
8 the vehicles, prepping the vehicles as they come in and
9 out, moving the vehicles from location to location, and
10 operational responsibilities such as those.

11 Q. Do you know how many employees AB Car Rental
12 Services, Inc., has?

13 A. I do not know off the top of my head how many
14 employees they have.

15 Q. Do you know if they had any at the Portland
16 location at the time of this crash?

17 A. I do not have personal knowledge of the
18 locations of each of their employees and which
19 particular locations they're at.

20 Q. We've had testimony in this case from Michael
21 Pratt, who's a supervisor at the Portland location. Do
22 you know personally Mr. Pratt?

23 A. I do not know personally Mr. Pratt.

24 Q. Okay. Mr. Pratt testified that he was
25 employed by Avis Budget Car Rental, LLC, your employer,

REPORTER'S CERTIFICATE

I, CONNIE FARANDA, the undersigned Certified Court Reporter, pursuant to RCW 5.28.010, authorized to administer oaths and affirmations in and for the states of Washington and Oregon, do hereby certify: That the sworn testimony and/or proceedings, a transcript of which is attached, was given remotely before me at the time and place stated therein; that any and/or all witnesses were duly sworn to testify to the truth; that the sworn testimony and/or proceedings were by me stenographically recorded and transcribed under my supervision, to the best of my ability; that the foregoing transcript contains a full, true, and accurate record of all the sworn testimony and/or proceedings given and occurring at the time and place stated in the transcript; that a review of which was requested; that I am in no way related to any party to the matter, nor to any counsel, nor do I have any financial interest in the event of the cause.

WITNESS MY HAND AND DIGITAL SIGNATURE this 27th day of July 2021.



CONNIE FARANDA, RPR

Washington CCR #2240, expires 1/27/22

Oregon CSR #20-0462, expires 4/23/23

From: Tom D'Amore <tom@damorelaw.com>
Sent: Monday, August 2, 2021 1:59 PM
To: Veralrud, Ben
Cc: Tom Melville; Sean Stokes; Melissa Frey
Subject: [EXT] Sending: COMPLAINT Second Amended 6-29-21 (00487868-7).docx
Attachments: COMPLAINT Second Amended 6-29-21 (00487868-7).docx

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ben,

Attached is Plaintiff's proposed Second Amended Complaint. Please let me know if you will agree to the filing of the proposed Second Amended Complaint. Of course, we stipulate that all objections to the amended complaint are preserved.

Also, I left you a message to discuss the scheduling conference with presiding on Friday afternoon. Please give me a call.

Tom D'Amore
D'Amore Law Group, P.C.
4230 Galewood Street, Suite 200 | Lake Oswego (Portland), Oregon 97035
503-675-4464 | Direct
503-222-6333 | Main
tom@damorelaw.com www.damorelaw.com
Licensed in Oregon Washington California
Board Certified in Truck Accident Law – National Board of Trial Advocacy
Board Certified Civil Trial Advocate – National Board of Trial Advocacy

The information contained in this electronic transmission (e-mail) is private and confidential and is the property of D'Amore Law Group. The information contained herein is privileged and is intended only for the use of the individual(s) or an entity named above. If you are not the intended recipient, please be advised that any unauthorized disclosure, copying, distribution or the taking of any action in reliance on the contents of this (e-mail) electronically transmitted information is strictly prohibited. If you have received this (e-mail) electronic transmission in error, please immediately notify us by telephone and delete the e-mail from your computer. You may contact D'Amore Law Group at the number shown above.

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

6 HENRY MICHAEL FUHRER,

7 Plaintiff,

8 v.

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

13 Defendants.
14

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 **COMMON ALLEGATIONS**
17 **(Parties & Venue)**

18 1.

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

20 2.

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

23 3.

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

26 4.

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

3 5.

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

6 6.

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

10 7.

11 GASPAR DAVID MATEO (MATEO) is an Oregon resident who was driving a
12 2002 Hyundai Sonata on N. Columbia Boulevard on September 12, 2017 when that
13 vehicle collided with a van being driven by TADASHI DAVID EMORI.

14 8.

15 TADASHI DAVID EMORI (EMORI) is an Oregon resident who, on information
16 and belief, was an agent of the AVIS DEFENDANTS. At all times material to this
17 Complaint, EMORI was acting in the course and scope of that agency.

18 **COMMON ALLEGATIONS**
19 **(Facts related to all claims)**

20 9.

21 "The van" driven by EMORI was identified as a Ford Transit 350 XLT owned by
22 PV HOLDING CORP.

23 10.

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

25 11.

26 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.

1 12.

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

4 13.

5 At the same time, MATEO was driving generally west and north on N. Columbia
6 Blvd. when EMORI pulled in front of the MATEO and the vehicles crashed.

7 14.

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

- 9 a. Broken cervical vertebrae requiring surgical intervention;
- 10 b. Multiple ischemic strokes;
- 11 c. Cranial fracture;
- 12 d. Brain bleeding;
- 13 e. Other bodily injuries.

14 15.

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

18 16.

19 Plaintiff also endured physical pain and suffering, disability, and loss of
20 enjoyment of regular activities as a result of defendant's negligence. Plaintiff's non-
21 economic damages are an amount to be decided by a jury, not to exceed \$15,000,000
22 fifteen million dollars.

23 **~~THIRD~~ FIRST CLAIM FOR RELIEF**
24 **(EMORI AND AVIS DEFENDANTS, NEGLIGENCE/VICARIOUS LIABILITY)**

25 17.

26 Plaintiff realleges all paragraphs above.

18.

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

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

19.

Defendant EMORI'S negligence was a substantial factor in bringing about plaintiff's injuries and damages as alleged above.

20.

Defendant EMORI'S negligence is imputed to the AVIS DEFENDANTS, which are vicariously liable for damages caused by EMORI's negligence.

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

21.

Plaintiff relleges all paragraphs above.

22.

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

- (a) Failed to train EMORI on the proper operation of the subject vehicle;
- (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
- (e) Failed to ensure that EMORI followed company procedures for operation of company vehicles.

23.

1 The AVIS DEFENDANTS' negligence was a substantial factor in bringing about
2 plaintiff's injuries and damages as alleged above.

3
4 **FIFTH THIRD CLAIM FOR RELIEF**
5 **(AVIS DEFENDANTS – EMPLOYER LIABILITY LAW)**

6 24.

7 Plaintiff realleges all paragraphs above.

8 25.

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

11 26.

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

14 27.

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

18 28.

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

- 23 a. Driving too fast for the conditions;
- 24 b. Failing to keep a proper lookout;
- 25 c. Entering traffic on N. Columbia Blvd when it was not safe;
- 26 d. Failing to yield the right of way when entering a roadway; and
- e. Making a dangerous left turn.
- f. Failing to research the safest route for regular vehicle transport;
- g. Selecting an unsafe location for vehicle drop off and shuttling;

{00487868;7}

PAGE 5 – SECOND AMENDED COMPLAINT

- 1 h. Failing to adequately supervise and train shuttle drivers; and
2 i. Failing to specifically plan the safest route for returning shuttle drivers from
3 the train lot to the car lot.

4 29.

5 Plaintiff's injuries and damages were caused by the AVIS DEFENDANTS'
6 negligence as alleged.

7 30.

8 The AVIS DEFENDANTS' negligent acts constitute violations of ORS 654.305.

9 WHEREFORE, Plaintiff prays for the following relief in a judgment against all
10 Defendants:

- 11 1. For economic damages in a reasonable amount to be determined by a jury
12 but not to exceed \$1,400,000 or an amount to be interlineated before trial;
13 2. For non-economic damages in a reasonable amount to be determined by a
14 jury but not to exceed \$15,000,000; and
15 3. For his costs and disbursements incurred herein;

16 GRESHAM INJURY LAW CENTER

17 */s/ Thomas Melville /s/*

18 Thomas Melville, OSB 971282

2017 W-2 and EARNINGS SUMMARY



This blue Earnings Summary section is included with your W-2 to help describe portions in more detail. The reverse side includes general information that you may also find helpful.

1. The following information reflects your final 2017 pay stub plus any adjustments submitted by your employer.

Gross Pay	██████████	Social Security Tax Withheld Box 4 of W-2	██████████	OR. State Income Tax Box 17 of W-2 BU/SDI Box 14 of W-2	██████████
Fed. Income Tax Withheld Box 2 of W-2	██████████	Medicare Tax Withheld Box 6 of W-2	██████████		

2. Your Gross Pay was adjusted as follows to produce your W-2 Statement.

	Wages, Tips, other Compensation Box 1 of W-2	Social Security Wages Box 3 of W-2	Medicare Wages Box 5 of W-2	OR. State Wages, Tips, Etc. Box 16 of W-2
Gross Pay	██████████	██████████	██████████	██████████
Reported W-2 Wages	██████████	██████████	██████████	██████████

3. Employee W-4 Profile. To change your Employee W-4 Profile information, file a new W-4 with your payroll dept.

HENRY M FUHRER

Social Security Number: ██████████
 Taxable Marital Status: **MARRIED**
Exemptions/Allowances:
FEDERAL: 2
STATE: 2

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Fold and Attach Here

Employee Reference Copy W-2 Wage and Tax Statement 2017

OMB No. 1545-0047

Control number 085599 NCNS/808	Dept. 025000	Corp.	Employer use only L 3205
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Employer's name, address, and ZIP code
**AB CAR RENTAL SERVICES
 INC
 P.O. BOX 17084
 AUGUSTA GA 30903**
 Batch #01582

Employee's name, address, and ZIP code
HENRY M FUHRER
 ██████████

Employer's FED ID number 20-0447089	Employer's SSA number ██████████
Wages, tips, other comp. ██████████	2 Federal income tax withheld ██████████
3 Social security wages ██████████	4 Social security tax withheld ██████████
5 Medicare wages and tips ██████████	6 Medicare tax withheld ██████████
Social security tips ██████████	8 Allocated tips ██████████
Verification Code d668-b038-1709-d86c	10 Dependent care benefits
1 Nonqualified plans	12a Use instructions for box 12
4 Other	12b 12c 12d
	13 SSI emp/Ret. plan/partly sick pay
5 State Employer's state ID no. OR 01241230-1	15 State wages, tips, etc. ██████████
7 State income tax ██████████	16 Local wages, tips, etc. ██████████
8 Local income tax ██████████	20 Locality name

NON-REVENUE MOTOR VEHICLE ACCIDENT/ INCIDENT REPORT

DRIVER OF VEHICLE:
EMPLOYEE VENDOR

EMPLOYEE / OPERATOR OF VEHICLE INFORMATION

Vendor ID/WWID _____ Last Name EMORI First Name TADASHI Date of Birth 1-20-42
 Telephone # () _____ Job Title SHUTTLE Area _____ Region _____ Brand _____
 Operator's License # OR 5080577 State OR Employer: ABG Vendor self reported YES NO

INSURANCE INFORMATION

Vehicle Towed? YES NO By Whom? _____ Tow Co. Phone # _____
 Description & Estimate of Damage _____
 Operator's Insurance Company Name _____ Policy/Claim # _____
 Insurance Company Address _____

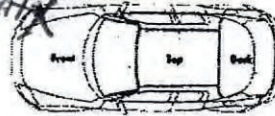


INCIDENT INFORMATION

Incident Location Name: ABG ADMIN 10-digit DBR _____ Location Telephone # () _____
 Incident Location Address: _____ City _____ State OR Zip _____
 Date of Incident 9-12-2016 Time of Incident 11:20 A.M. P.M. Date of Report 9-14-2016
 Weather Condition CLEAR
 Police Report Filed? YES NO Accident Report # _____ Scene Location: _____
 Police Prcl/Dept _____ City _____ State _____ Zip _____

VEHICLE DETAILS

Vehicle Number 46228140 Vehicle Yr. 2014 "X" in area of vehicle damage _____ Circle (Damage Severity)
 Make/Model FORD Incident Location PARKING AREA 0-No Damage
 Odometer Reading At Time of Incident 14652 1-Light Damage
 License Plate # 984 HPF State OR 2-Moderate Damage
 3-Heavy Damage
 4-Rolled Damage
 5-Burn Damage



NRT/VTC/RENTAL AGREEMENT

OTHER VEHICLE OR PROPERTY DAMAGE

Name Of Owner ABL Make/ Model _____ Vehicle Yr 2016 License Plate # _____ Telephone # _____
 Address: _____ City _____ State _____ Zip _____ Property Type: CAR

WITNESS NAME

ADDRESS: STREET, CITY, STATE, ZIP

PHONE

GEORGE CASPER

() -

SEE GEORGE'S REPORT FOR CAR INFO

() -

DESCRIPTION OF INCIDENT

DESCRIBE HOW THE ACCIDENT HAPPENED

INCLUDING DIRECTION OF TRAVEL AND TRAFFIC CONTROLS

I WAS TRAVELLING SOUTH NEXT TO GLASS AREA TOWARDS ADMIN BUILDING. GEORGE WAS TRAVELLING EAST NEXT TO TIRE STORAGE AREA. WE HIT EACH OTHER AT CORNER.



MANAGER NAME (Person Completing The Report) MICHAEL PRATT

MANAGER EMAIL MICHAEL.PRATT@AVISBUDGET.COM

EMPLOYEE SIGNATURE Tadashi E. Etori

FAX INCIDENT REPORTS TO: AVIS : 303-200-1910 BUDGET: 303-200-1931



Search articles and forms (enter at least 3 characters)

← ABCR and AB Work Rules

HR POLICIES



WORK RULES

SOME EXAMPLES OF BEHAVIORS THAT ARE UNACCEPTABLE AT WORK

Avis Budget Group’s vision is to be the clear leader in car rental industry by focusing on customers, our people, growth, innovation, and efficiency. To fulfill this vision, in addition to the Code of Conduct and Business Principles, at all times, Avis Budget Car Rental, LLC and AB Car Rental Services, Inc. associates are expected to comply with the Company’s standards of work performance, business conduct, and personal responsibility. Failure to meet standards can result in disciplinary action up to and including immediate termination. Some examples of acts or behaviors so serious that they may justify immediate termination include, but are not limited to, the following:

- Being rude, abusive or threatening to customers or co-workers.
- Harassment or discrimination.
- Using a Company vehicle for personal use, without a manager’s permission.
- Destruction or misuse of Company property, colleague’s property or public property.
- Unauthorized possession, use or theft of property or funds of the Company, our customers or employees, including failure to immediately turn in lost and found items or unauthorized removal and/or possession of lost and found items from storage.
- Commission of a crime or other conduct, whether committed on or off duty, which damages the reputation of the Company.
- Failure to immediately report any criminal arrest or to report in writing within five days any convictions under a criminal drug statute for violations occurring in the workplace.

Related articles
ABCR & AB Reglas de Trabajo
ABG Care Relief Fund
ABG Employee Car Rental Policy
ABG Employee Free Vacation Car Policy
Adoption Assistance Policy
Anti-Discrimination / Anti-Harassment Policy Commitment to Equal Employment Opportunity Practices
Authorization Agreement for Automatic Deposit (Credit)
Avis Preferred Enrollment Form
Budget Fastbreak Enrollment Form

- Unlawful use, possession, sale, offer for sale, purchase, trade, transfer, or receipt of illegal drugs, including controlled substances, abuse of legal drugs or alcohol and arrival for or attendance at work under the influence of drugs or alcohol.
- Unauthorized disclosure of Company information or transfer of Company material or property.
- Not following local safety rules and/or policies.
- Tampering with, altering, or falsifying your time record or swiping in another employee's time card or asking a co-worker to swipe your card.
- Failure to inform management within 24 hours of receiving a motor vehicle violation that conflicts with company standards, including loss of driver's license or driving with a suspended or revoked license, when a license is required to perform job assignment or you are a driver of company vehicles.
- Driving any Company vehicle in an unsafe, negligent, or reckless manner at any time, including personal cars on Company property, regardless of whether or not an accident results.
- Deliberate misuse of the employee car privilege.
- Permitting an unauthorized person(s) to ride in a Company vehicle while on Company business.
- Failure to immediately report any accident while working or while driving a Company vehicle, including employee rate rentals.
- Leaving an assigned workstation without a manager's approval.
- Refusing to accept work assignments, including mandatory overtime.
- Refusing to carry out a direct order of a manager relating to work; insubordination.
- Sleeping on the job or intentional restriction of service.
- Misuse of the vehicle rental or check-in procedures such as rate structures, customer qualifying procedures and cash handling. Falsification or unauthorized modifications of Wizard screens, contracts, documents, etc. with the intent of defrauding the Company or the customer, including for the purpose of inflating counter sales.
- Unauthorized leave of absence, deliberately concealing the real purpose of the leave to gain holiday or vacation time; failure to return from leave.
- Absence from work for 3 consecutive days without notifying management.
- Excessive absenteeism or tardiness.
- Threats or acts of violence, including verbal or physical fighting on Company premises or while on Company business.
- Lewd or harassing conduct while on Company premises or on Company business or at any time while wearing a Company uniform.
- Possession of firearms or other dangerous weapons on or near Company premises or while on Company business.

DECLARATION OF SERVICE

I declare under penalty of perjury under the laws of the State of Oregon that I served the foregoing **DECLARATION OF IAIN ARMSTRONG IN SUPPORT OF DEFENDANTS SECOND MOTION FOR SUMMARY JUDGMENT** on the following attorneys by the method indicated below on the 19th day of November, 2021:

Attorneys for Plaintiff:

Thomas Melville
Gresham Injury Law Center
424 NE Kelly Ave.
Gresham, OR 97030
Tom@greshaminjurylaw.com

_____ Via First Class Mail
_____ Via Federal Express
_____ Via Hand-Delivery
_____ ✓ Via E-Mail

Thomas D’Amore
Sean J. Stokes
D’Amore Law Group
4230 Galewood Street, Suite 200
Lake Oswego, OR 97035
tom@damorelaw.com
sean@damorelaw.com

_____ Via First Class Mail
_____ Via Federal Express
_____ Via Hand-Delivery
_____ ✓ Via E-Mail

s/ Harry Perez-Metellus
Harry Perez-Metellus, Legal Assistant

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

HENRY MICHAEL FUHRER,
Plaintiff,

vs.

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.

Case No. 19CV38807

**DECLARATION OF SUZANNE
PANICOE IN SUPPORT OF AVIS
DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

I, Suzanne Panicoe, declare as follows:

1. I am the Senior Director of Global Risk Management and Claims for the Avis Budget Group.
2. I have worked for the Avis Budget Group for seventeen years.
3. I am qualified to testify regarding the statements made herein, and make these statements on the basis of personal knowledge.
4. The workers compensation insurance policy purchased by Avis Budget Group, Inc. for the policy period of 07/01/2017 to 07/01/2018 in force and effect in Oregon named Avis Budget Group, Inc., AB Car Rental Services, Inc., Avis Budget Car Rental, LLC, Avis Car A Car System, LLC, and PV Holding Corp. as named insureds (the "Policy"). Included herewith as **Exhibit A** is a true and accurate copy of the Policy.
5. Avis Budget Group, Inc. purchased and maintained the workers compensation

1 policy (the "Policy") to ensure that all employees of the Avis Budget Group were fully
2 covered by adequate workers compensation insurance while employed and working for any
3 Avis Budget Group company or subsidiary.

4 6. The Policy was provided to the Oregon Director of the Department of
5 Consumer and Business Services as assurance that all subject workers of the Avis Budget
6 Group companies and their beneficiaries will receive compensation for compensable injuries
7 as provided by Oregon's workers compensation laws.

8 7. Plaintiff Henry Fuhrer filed a workers' compensation claim under the Policy for
9 injuries suffered on September 12, 2017, and workers compensation payments have been paid
10 to him on his claim.

11

12 **I hereby declare that the above statement is true to the best of my knowledge**
13 **and belief, and that I understand it is made for use as evidence in court and is subject**
14 **to penalty for perjury.**

15 DATED this 9th day of July, 2021.

16

17

LEWIS BRISBOIS BISGAARD & SMITH LLP

18

19

By: 

Suzanne Panicoe

20

21

22

23

24

25

26

27



Workers Compensation And Employers Liability Insurance

Insured Name

AVIS BUDGET GROUP, INC.
6 SYLVAN WAY
PARSIPPANY, NJ 07054

Producer Information

AON RISK SERVICES CENTRAL, INC.
199 WATER ST
NEW YORK, NY 10038

Policy Number

WC 4 14106265

Producer Processing Code

260-026169

Policy Period

07/01/2017 to 07/01/2018

CNA Branch

CENTRALLY MANAGED NON-PROGRAM

Renewal

Thank you for choosing CNA!

With your Workers Compensation And Employers Liability Insurance policy, you have insurance coverage tailored to meet the needs of your business. The international network of insurance professionals and the financial strength of CNA, rated "A" by A.M. Best, provide the resources to help you manage the daily risks of your organization so that you may focus on what's most important to you.

Claim Services

A Claim Client Services Manager has been assigned to you and will be contacting you to discuss CNA Claim Services.

Claim Service Manager: William Molkenbur, William.Molkenbur@cna.com, 908-991-4437.

Risk Control Services

To learn more about our award winning Risk Control Services and how to improve your bottom line, please email us at riskcontrolwebinfo@cna.com, call (866) 262-0540 or visit www.cna.com/riskcontrol and www.cna.com/returntowork.



Named Insured Schedule

Named Insured	Type of Entity	FEIN	State ID
AVIS BUDGET GROUP, INC.	Corporation (Not Otherwise Classified)	06-0918165	
PAYLESS CAR RENTAL, INC.	Corporation (Not Otherwise Classified)	91-0886075	
ZIPCAR INC.	Corporation (Not Otherwise Classified)	04-3499525	
AB CAR RENTAL SERVICES, INC	Corporation (Not Otherwise Classified)	20-0447089	
AVIS BUDGET CAR RENTAL, LLC	Limited Liability Company	22-3475741	
AVIS RENT A CAR SYSTEM, LLC	Limited Liability Company	11-1998661	
BUDGET RENT A CAR SYSTEM, INC	Corporation (Not Otherwise Classified)	42-1553246	
BUDGET TRUCK RENTAL LLC	Limited Liability Company	20-3251037	
CENDANT FINANCE HOLDING COMPAN Y, LLC	Limited Liability Company	20-4309599	
Motorent, Inc.	Corporation (Not Otherwise Classified)	62-0439518	
HFS Truck Funding Corporation	Corporation (Not Otherwise Classified)	42-1553264	
Cendant Car Rental Group Puerto Rico, Inc.	Corporation (Not Otherwise Classified)	66-0645168	
Cherokee Rent A Car Puerto Rico	Corporation (Not Otherwise Classified)	13-4220931	
Constellation Reinsurance Company Limited	Limited Partnership	11-3009221	
Baker Car and Truck Rental, Inc.	Corporation (Not Otherwise Classified)	71-0283230	
BGI Leasing, Inc.	Corporation (Not Otherwise Classified)	68-0515335	
Budget Funding Corporation	Corporation (Not Otherwise Classified)	36-3895485	
AESOP Leasing Corp.	Corporation (Not Otherwise Classified)	13-3795136	

WC000001

Form No: P-33398-E (06-1987)
Information Page; Page: 1 of 4
Underwriting Company: Transportation Insurance Company, 333 S Wabash Ave, Chicago, IL 60604

Policy No: WC 4 14106265
Policy Effective Date: 07/01/2017
Policy Page: 25 of 74



Workers Compensation And Employers Liability Insurance
Information Page

Named Insured	Type of Entity	FEIN	State ID
AESOP Leasing, L.P.	Limited Liability Partnership	13-3959100	
ARAC Management Services, Inc.	Corporation (Not Otherwise Classified)	94-3357620	
ARACS LLC	Limited Liability Company	22-3834931	
Avis Asia and Pacific, Limited	Limited Partnership	11-2850373	
Avis Budget Finance, Inc.	Corporation (Not Otherwise Classified)	20-4542671	
Avis Budget Holdings, LLS	Limited Liability Company	20-4542614	
Avis Budget Rental Car Fundings (AESOP) LLC	Limited Liability Company	13-3959101	
Avis Car Rental Group, LLC	Limited Liability Company	22-2732926	
Avis Caribbean, Limited	Limited Partnership	11-2850374	
Avis Enterprises, Inc.	Corporation (Not Otherwise Classified)	11-2631886	
Avis International, Ltd.	Limited Partnership	11-2411667	
Avis Leasing Corporation	Corporation (Not Otherwise Classified)	11-3102377	
Avis Lube, Inc.	Corporation (Not Otherwise Classified)	11-2811733	
Avis Management Services, Ltd.	Limited Partnership	11-2160100	
Avis Operations, LLC	Limited Liability Company	22-3846340	
Avis Rent A Car de Puerto Rico, Inc.	Corporation (Not Otherwise Classified)	66-0227600	
Avis Services, Inc.	Corporation (Not Otherwise Classified)	11-2811732	
Aviscar Inc.	Corporation (Not Otherwise Classified)	11-2367028	
Pathfinder Insurance Company	Corporation (Not Otherwise Classified)	11-2810202	
PF Claims Management, Ltd.	Limited Partnership	11-2850723	

WC000001

Form No: P-33398-E (06-1987)

Information Page; Page: 2 of 4

Underwriting Company: Transportation Insurance Company, 333 S Wabash Ave, Chicago, IL 60604

Policy No: WC 4 14106265

Policy Effective Date: 07/01/2017

Policy Page: 26 of 74



Workers Compensation And Employers Liability Insurance
Information Page

Named Insured	Type of Entity	FEIN	State ID
PV Holding Corp.	Corporation (Not Otherwise Classified)	51-0252246	
Quartx Fleet Management, Inc.	Corporation (Not Otherwise Classified)	51-0351151	
Rent-A-Car Company, Incorporated	Corporation (Not Otherwise Classified)	54-0601449	
Team Fleet Financing Corporation	Corporation (Not Otherwise Classified)	59-3242422	
The Cendant Charitable Foundation	Corporation (Not Otherwise Classified)	22-3758292	
Virgin Islands Enterprises, Inc.	Corporation (Not Otherwise Classified)	67-0251444	
Wizard Co., Inc.	Corporation (Not Otherwise Classified)	11-2814383	
Wizard Services, Inc.	Corporation (Not Otherwise Classified)	28-0317240	
WTH Canada, Inc.	Corporation (Not Otherwise Classified)	11-2458004	
Runabout, LLC	Limited Liability Company	26-1961156	
The Avis Budget Charitable Foundation	Corporation (Not Otherwise Classified)	22-3758292	
Centre Point Funding, LLC	Limited Liability Company	42-1553246	
AESOP Leasing Corp II	Corporation (Not Otherwise Classified)	13-3959099	
NOCAL Rentals, Inc.	Corporation (Not Otherwise Classified)	27-3699170	
ABQ Rentals, Inc.	Corporation (Not Otherwise Classified)	27-3699170	
Seatac Rentals, Inc.	Corporation (Not Otherwise Classified)	44-2449757	
PCR Venture of Phoenix LLC	Limited Liability Company	38-3721128	

WC000001

Form No: P-33398-E (06-1987) Policy No: WC 4 14106265
Information Page; Page: 3 of 4 Policy Effective Date: 07/01/2017
Underwriting Company: Transportation Insurance Company, 333 S Wabash Ave, Chicago, IL 60604 Policy Page: 27 of 74



Workers Compensation And Employers Liability Insurance
Information Page

Named Insured	Type of Entity	FEIN	State ID
PCR Venture of Denver LLC	Limited Liability Company	47-0951807	
Las Rentals, LLC	Limited Liability Company	20-1442180	

WC000001

Form No: P-33398-E (06-1987)

Information Page; Page: 4 of 4

Underwriting Company: Transportation Insurance Company, 333 S Wabash Ave, Chicago, IL 60604

Policy No: WC 4 14106265

Policy Effective Date: 07/01/2017

Policy Page: 28 of 74



Name and Address Schedule

Location	Entity	Entity Name and Address
1	002	AB CAR RENTAL SERVICES, INC 1805 E SKY HARBOR CIR S PHOENIX, AZ 85034-4805
1	003	AVIS BUDGET CAR RENTAL, LLC 1805 E SKY HARBOR CIR S PHOENIX, AZ 85034-4805
1	008	PAYLESS CAR RENTAL, INC. 1805 E SKY HARBOR CIR S PHOENIX, AZ 85034-4805
2	003	AVIS BUDGET CAR RENTAL, LLC 1412 N SCOTTSDALE RD TEMPE, AZ 85281-1715
2	006	BUDGET TRUCK RENTAL LLC 1412 N SCOTTSDALE RD TEMPE, AZ 85281-1715
2	009	ZIPCAR INC. 1412 N SCOTTSDALE RD TEMPE, AZ 85281-1715
3	002	AB CAR RENTAL SERVICES, INC 7250 S TUCSON BLVD TUCSON INTL APO TUCSON, AZ 85756-6949
3	003	AVIS BUDGET CAR RENTAL, LLC 7250 S TUCSON BLVD TUCSON INTL APO TUCSON, AZ 85756-6949
4	002	AB CAR RENTAL SERVICES, INC 3040 S PACIFIC AVE YUMA, AZ 85365-3540
4	003	AVIS BUDGET CAR RENTAL, LLC 3040 S PACIFIC AVE YUMA, AZ 85365-3540

WC000001

Form No: P-33398-E (06-1987)

Information Page; Page: 1 of 4

Underwriting Company: Transportation Insurance Company, 333 S Wabash Ave, Chicago, IL 60604

Policy No: WC 4 14106265

Policy Effective Date: 07/01/2017

Policy Page: 29 of 74



Workers Compensation And Employers Liability Insurance
Information Page

Location	Entity	Entity Name and Address
5	002	AB CAR RENTAL SERVICES, INC 28801 DOUGLAS DR STE 6 EUGENE APO EUGENE, OR 97402-9528
5	003	AVIS BUDGET CAR RENTAL, LLC 28801 DOUGLAS DR STE 6 EUGENE APO EUGENE, OR 97402-9528
6	008	PAYLESS CAR RENTAL, INC. 3400 NE COLUMBIA BLVD PORTLAND, OR 97211-2072
7	002	AB CAR RENTAL SERVICES, INC 9555 NE AIRPORT WAY PORTLAND, OR 97220-1351
7	003	AVIS BUDGET CAR RENTAL, LLC 9555 NE AIRPORT WAY PORTLAND, OR 97220-1351
7	005	BUDGET RENT A CAR SYSTEM, INC 9555 NE AIRPORT WAY PORTLAND, OR 97220-1351
7	008	PAYLESS CAR RENTAL, INC. 9555 NE AIRPORT WAY PORTLAND, OR 97220-1351
8	002	AB CAR RENTAL SERVICES, INC 2522 SE JESSIE BUTLER CIR REDMOND, OR 97756-8643
8	003	AVIS BUDGET CAR RENTAL, LLC 2522 SE JESSIE BUTLER CIR REDMOND, OR 97756-8643
9	002	AB CAR RENTAL SERVICES, INC 5300 S HOWELL AVE MITCHELL INTL APO MILWAUKEE, WI 53207-6156

WC000001

Form No: P-33398-E (06-1987)

Information Page; Page: 2 of 4

Underwriting Company: Transportation Insurance Company, 333 S Wabash Ave, Chicago, IL 60604

Policy No: WC 4 14106265

Policy Effective Date: 07/01/2017

Policy Page: 30 of 74



Workers Compensation And Employers Liability Insurance
Information Page

Location	Entity	Entity Name and Address
9	003	AVIS BUDGET CAR RENTAL, LLC 5300 S HOWELL AVE MITCHELL INTL APO MILWAUKEE, WI 53207-6156
9	004	AVIS RENT A CAR SYSTEM, LLC 5300 S HOWELL AVE MITCHELL INTL APO MILWAUKEE, WI 53207-6156
10	006	BUDGET TRUCK RENTAL LLC 1921 S 108TH ST WEST ALLIS, WI 53227-1101
11	003	AVIS BUDGET CAR RENTAL, LLC 5250 S 3RD ST MILWAUKEE, WI 53207-6007
11	004	AVIS RENT A CAR SYSTEM, LLC 5250 S 3RD ST MILWAUKEE, WI 53207-6007
12	007	CENDANT FINANCE HOLDING COMPAN Y, LLC 3333 E VAN BUREN ST FL 2 OCOTILLO SUITE PHOENIX, AZ 85008-6812
13	009	ZIPCAR INC. 739 SW 10TH AVE PORTLAND, OR 97205-2518
14	009	ZIPCAR INC. 250 E WISCONSIN AVE STE 1800 MILWAUKEE, WI 53202-4299
15	002	AB CAR RENTAL SERVICES, INC 1000 TERMINAL LOOP PKWY STE 108 MEDFORD, OR 97504-4171
16	003	AVIS BUDGET CAR RENTAL, LLC 529 S COUNTRY CLUB DR MESA, AZ 85210-2323

WC000001

Form No: P-33398-E (06-1987)

Information Page; Page: 3 of 4

Underwriting Company: Transportation Insurance Company, 333 S Wabash Ave, Chicago, IL 60604

Policy No: WC 4 14106265

Policy Effective Date: 07/01/2017

Policy Page: 31 of 74



Workers Compensation And Employers Liability Insurance
Information Page

Location	Entity	Entity Name and Address
16	006	BUDGET TRUCK RENTAL LLC 529 S COUNTRY CLUB DR MESA, AZ 85210-2323
17	002	AB CAR RENTAL SERVICES, INC 1625 E BUCKEYE RD PHOENIX, AZ 85034-4136
17	003	AVIS BUDGET CAR RENTAL, LLC 1625 E BUCKEYE RD PHOENIX, AZ 85034-4136
18	002	AB CAR RENTAL SERVICES, INC 7275 S TUCSON BLVD TUCSON, AZ 85756-6971

WC000001

Form No: P-33398-E (06-1987)

Information Page; Page: 4 of 4

Underwriting Company: Transportation Insurance Company, 333 S Wabash Ave, Chicago, IL 60604

Policy No: WC 4 14106265

Policy Effective Date: 07/01/2017

Policy Page: 32 of 74

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DECLARATION OF SERVICE

I declare under penalty of perjury under the laws of the State of Oregon that I served the foregoing **DECLARATION OF SUZANNE PANICOE IN SUPPORT OF AVIS DEFENDANTS’ MOTION FOR SUMMARY JUDGMENT** on the following attorneys by the method indicated below on the 19th day of November, 2021:

Attorneys for Plaintiff:

Thomas Melville
Gresham Injury Law Center
424 NE Kelly Ave.
Gresham, OR 97030
Tom@greshaminjurylaw.com

_____ Via First Class Mail
_____ Via Federal Express
_____ Via Hand-Delivery
_____ ✓ Via E-Mail

Thomas D’Amore
Sean J. Stokes
D’Amore Law Group
4230 Galewood Street, Suite 200
Lake Oswego, OR 97035
tom@damorelaw.com
sean@damorelaw.com

_____ Via First Class Mail
_____ Via Federal Express
_____ Via Hand-Delivery
_____ ✓ Via E-Mail

s/ Harry Perez-Metellus
Harry Perez-Metellus, Legal Assistant

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

HENRY MICHAEL FUHRER,

Plaintiff,

vs.

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.

Case No. 19CV38807

**DECLARATION OF MICHAEL
PRATT IN SUPPORT OF AVIS
DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

I, Michael Pratt, declare as follows:

1. I am the fleet distribution manager for the state of Oregon for Avis Budget Car Rental, LLC (“Avis LLC”).
2. My primary duty as a fleet distribution manager center is to ensure that there are adequate vehicles at Avis Budget locations throughout Oregon in order to meet the demands for customer reservations.
3. I have held the position of fleet distribution manager for the state of Oregon for the last 5 years.
4. Regarding Avis’ car rental operations in Portland, Avis LLC’s distribution clerks will relay assignments to AB Car Rental Services, Inc.’s (“AB”) drivers, including AB’s lead shuttle van drivers such as David Emori. However, no Avis LLC employees direct AB’s drivers on how to operate their shuttle vans when they are working.

1 5. Avis LLC employees do not supervise AB's drivers to ensure that AB's drivers
2 drive in compliance with applicable driving laws when AB drivers are working. It is the sole
3 responsibility of AB's drivers to drive in accordance with the law.

4 6. Avis LLC employees do not train AB's drivers on how to drive company
5 vehicles.

6 7. When Avis LLC assigns work tasks to AB's drivers, Avis LLC does not direct
7 AB's drivers to take specific routes to accomplish those tasks when driving work vehicles
8 such as shuttle vans. Rather, AB's drivers rely on their experience and GPS maps on their
9 personal phones to determine the routes to take.

10 8. When Avis LLC assigns work tasks to AB's drivers, Avis LLC does not
11 mandate that the tasks be performed by AB by any deadlines specified by Avis LLC.

12 9. Avis LLC does not determine whether and when the shuttle vans operated by
13 AB's drivers require maintenance or repair work. Rather, AB makes those determinations.
14 Further, maintenance or repair work performed on the shuttle vans is not performed by Avis
15 LLC.

16 10. Based on my knowledge and experience working at Avis LLC, Avis Budget
17 Group, Inc., PV Holding Corp, and Avis Rent A Car System, LLC are not involved
18 whatsoever with fleet operations in Portland, Oregon, including AB's shuttle van operations.

19 11. On the date of the accident in this case, Avis LLC did not direct Mr. Emori to
20 return his shuttle van to the administrative office, nor did Avis LLC direct Mr. Emori on
21 which route to take to return to the administrative office.

22 **I hereby declare that the above statement is true to the best of my knowledge**
23 **and belief, and that I understand it is made for use as evidence in court and is subject**
24 **to penalty for perjury.**

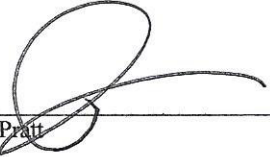
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DATED this 13th day of July, 2021. By:



Michael Pratt

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DECLARATION OF SERVICE

I declare under penalty of perjury under the laws of the State of Oregon that I served the foregoing **DECLARATION OF MICHAEL PRATT IN SUPPORT OF AVIS DEFENDANTS’ MOTION FOR SUMMARY JUDGMENT** on the following attorneys by the method indicated below on the 19th day of November, 2021:

Attorneys for Plaintiff:

Thomas Melville
Gresham Injury Law Center
424 NE Kelly Ave.
Gresham, OR 97030
Tom@greshaminjurylaw.com

_____ Via First Class Mail
_____ Via Federal Express
_____ Via Hand-Delivery
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Sean J. Stokes
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4230 Galewood Street, Suite 200
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sean@damorelaw.com

_____ Via First Class Mail
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_____ ✓ Via E-Mail

s/ Harry Perez-Metellus
Harry Perez-Metellus, Legal Assistant