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2
3 IN THE CIRCUIT COURT OF THE STATE OF OREGON
4 FOR THE COUNTY OF MULTNOMAH

5	WILLIAM HOESCH	)	Case No.
6)	
7	Plaintiff,	)	COMPLAINT (Personal Injury –
8	v.	)	Negligence; Claim for
9		)	Uninsured/Underinsured Motorist
10		)	Benefits; ORS 742.061)
11	COLUMBIA RIVER FIRE & RESCUE	)	Prayer: \$990,073.68
12	VOLUNTEER ASSOCIATION, a/k/a	)	(ORS 21.160(1)(c))
13	COLUMBIA RIVER FIRE & RESCUE,)	
14	a domestic nonprofit corporation; and	)	Claim Not Subject to Mandatory
15	ALLSTATE FIRE AND CASUALTY	)	Arbitration
16	INSURANCE COMPANY, a foreign)	
17	business corporation, d/b/a ALLSTATE,	)	JURY TRIAL DEMANDED
18	Defendants.)	

19 Plaintiff William Hoesch alleges as follows:

20 1.

21 At all material times, defendant Columbia River Fire & Rescue Volunteer
22 Associations was and is a public benefit domestic nonprofit corporation, which is also known
23 as Columbia River Fire & Rescue (hereinafter “Columbia River Fire & Rescue”). At all
24 times, the ambulance driver referenced below was an employee or agent working in the
25 course of scope of their employment or agency with Columbia River Fire & Rescue.

26 2.

At all material times, defendant Allstate Fire and Casualty Insurance Company was
and is a foreign business corporation doing business as “Allstate” and is a licensed insurance
provider conducting regular, sustained business in Multnomah County, Oregon. Defendant

1 Allstate is engaged in the business of underwriting and selling policies of automobile
2 insurance providing, among other things, uninsured and underinsured motorist (“UM/UIM”)
3 coverage and benefits.

4 3.

5 On October 27, 2022, at approximately 5:00 p.m., plaintiff William Hoesch was
6 riding his bicycle and was travelling westbound on West C Street in Rainier, Oregon. He was
7 nearing the intersection of West 2nd Street and as he entered the intersection intending to
8 continue his path of travel, suddenly and without warning, Daniel Marting, who was driving
9 a Columbia Fire & Rescue ambulance and was also travelling westbound on West C Street,
10 made a sudden right turn onto West 2nd Street directly in front of plaintiff without making
11 sure it was safe to do so, causing plaintiff to crash into the side of the ambulance. Unable to
12 stop or evade the collision, plaintiff was thrown off his bicycle. This collision destroyed
13 plaintiff’s bicycle and caused him personal injuries.

14 4.

15 At all material times, defendant Columbia River Fire & Rescue had actual notice of
16 this occurrence, plaintiff’s injuries, and plaintiff’s tort claim. The ambulance driver, Daniel
17 Marting, who caused the collision and plaintiff’s injuries rendered medical assistance to
18 plaintiff at the collision scene. Columbia County Sheriff’s Office deputies and a Ranier
19 Police Department officer responded to the incident and the Ranier Police Department officer
20 filed a report. Then, defendant Columbia River Fire & Rescue transported plaintiff to the
21 nearest hospital for treatment of his injuries that were caused in the subject collision by its
22 ambulance driver, and billed him for the service.

23 Following the crash, plaintiff also went to defendant Columbia Fire & Rescue’s
24
25
26

1 location and spoke directly with individuals at its office regarding his desire to file a claim
2 and his need for assistance in obtaining medical treatment. Written tort claim notice was
3 provided to defendant Columbia Fire & Rescue on May 11, 2023, long after defendant
4 Columbia Fire & Rescue had received actual notice of plaintiff's tort claim.

5 For his FIRST CLAIM FOR RELIEF against defendant Columbia River Fire &
6 Rescue, plaintiff William Hoesch alleges as follows:
7

8 **NEGLIGENCE**

9 **Count I – Ordinary Negligence**

10 5.

11 Plaintiff William Hoesch alleges paragraphs 1-4 as if fully set forth herein.

12 6.

13 At all times, it was foreseeable that defendant Columbia River Fire & Rescue's
14 conduct could cause serious personal injuries or death to other bicyclists lawfully on the
15 road.
16

17 7.

18 The occurrence of this event was a result of the negligence of defendant Columbia
19 River Fire & Rescue in the following particulars:

- 20 a) In failing to keep a proper lookout;
21 b) In failing to maintain control of the vehicle;
22 c) In failing to yield the right of way at an uncontrolled intersection in
23 violation of ORS 811.275(1);
24 d) In failing to yield the right of way to a bicyclist who was lawfully riding
25 in the road; and
26 e) In failing to use an appropriate signal for a turn in violation of ORS
811.400;

1 8.

2 As a direct and proximate result of defendant Columbia River Fire & Rescue's
3 negligent acts and omissions set forth herein, plaintiff suffered injuries to his face, nasal
4 bone, left hand, left fingers, left and right wrists, right index finger, diaphragm, left hip, and
5 multiple skin abrasions. The injuries have caused plaintiff to experience pain, stiffness,
6 tenderness, discomfort, impaired range of motion, reduced grip strength, and other
7 symptoms.

8 9.

9 As a result of said personal injuries, plaintiff has incurred approximately \$47,000 in
10 medical damages, the exact amount to be determined at trial. Plaintiff will likely incur future
11 medical expenses, will need future medical treatment, and will incur future care costs in an
12 amount to be determined at trial, but not to exceed \$50,000.

13 10.

14 The injuries sustained by plaintiff have been painful and will continue to be painful in
15 the future. They have interfered with and will continue to interfere with his normal and usual
16 activities. Plaintiff's injuries have also caused him loss of enjoyment of life. For the above
17 injuries, plaintiff should be awarded non-economic damages in an amount which a jury
18 decides is fair, but not to exceed \$900,000.

19 For his FIRST CLAIM FOR RELIEF against defendant Allstate Fire and Casualty
20 Insurance Company ("Allstate"), plaintiff William Hoesch alleges as follows:

21 **UNINSURED/UNDERINSURED MOTORIST (UM/UIM) BENEFITS**

22 11.

23 Plaintiff William Hoesch alleges paragraphs 1-10 as if fully set forth herein.

24 12.

25 At all material times, plaintiff was covered by insurance policy number 820 034 115
26

1 issued by defendant Allstate, which provided uninsured/underinsured motorist (“UM/UIM”)
2 coverage and benefits.

3 13.

4 Based on information and belief, the collision in question was caused by an
5 uninsured/underinsured vehicle under the Allstate policy and as defined by ORS 742.500 *et*
6 *seq.*

7 14.

8 Plaintiff fulfilled his responsibility by meeting all the material requirements of the
9 insurance policy with Allstate and ORS 742.500 *et seq.*, and otherwise performing all
10 preconditions to the recovery of benefits under the Allstate policy.
11

12 15.

13 The Allstate policy of insurance requires defendant Allstate to pay compensatory
14 damages for bodily injury if a policyholder or insured under the policy is legally entitled to
15 collect from the owner or driver of an uninsured/underinsured motor vehicle. To date,
16 defendant Allstate has not paid uninsured/underinsured motorist (“UM/UIM”) damages to
17 plaintiff under either Allstate policy.
18

19 16.

20 Plaintiff is entitled to attorney fees pursuant to ORS 742.061.

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