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

MICHAEL BECKER; and TIFFANY BECKER,	) Case No.
	)
	) <b>COMPLAINT</b>
Plaintiffs,	) (Negligence/Negligent Infliction of Emotional
	) Distress/Negligent Supervision/Public
v.	) Disclosure of Private Facts/Breach of
	) Contract)
STATE OF OREGON, through its	)
DEPARTMENT OF TRANSPORTATION,	) Damages in the amount of \$135,000.00
a state agency; and PEACEHEALTH,	)
	) <b>NOT SUBJECT TO MANDATORY</b>
Defendants.	) <b>ARBITRATION</b>
_____	)

**COMPLAINT**

Plaintiffs, Tiffany Becker and Michael Becker (collectively hereafter referred to as "Becker family") through counsel, allege as follows:

1.

Tiffany Becker ("Tiffany") and Michael Becker ("Michael") were seriously injured in Lane County, Oregon, on or about April 13, 2014, due directly to the actions of Dylan Wade Magathan ("Dylan") and Marshall Travis Dunn ("Marshall"), as well as negligence on the part of their parents and others.

2.

Tiffany is a resident of Pierce County, Washington.

1 3.

2 Michael is a resident of Pierce County, Washington.

3 4.

4 At all relevant times mentioned herein, Defendant State of Oregon, through its  
5 Department of Transportation ("ODOT"), is and has been responsible for the design,  
6 construction, and maintenance of the state roadways, including the Market Road overpass at  
7 Creswell, Oregon, in Lane County ("Overpass"). ODOT has the responsibility to ensure the  
8 state's highways are designed, constructed, and maintained in a manner that is reasonably safe  
9 to motorists using those highways. A tort claim notice was timely filed.

10 5.

11 Defendant PeaceHealth ("PeaceHealth") is a Foreign Nonprofit Corporation organized  
12 under the laws of the State of Washington with a principal place of business in Vancouver,  
13 Washington. PeaceHealth is a public benefit non-profit that operates hospitals and other health  
14 care operations in the Western United States, including PeaceHealth Sacred Heart Medical  
15 Center at RiverBend ("Hospital") in Lane County, Oregon. At all relevant times, PeaceHealth  
16 conducted, regular, purposeful, and sustained business activities in Lane County, Oregon.

17 6.

18 On or about April 13, 2014, Michael was driving the family car on Interstate 5  
19 northbound from Disneyland to their home in Washington State. Tiffany was the front seat  
20 passenger in the vehicle, with Ethan Eric Becker ("Ethan") and Courtney Louise Becker  
21 ("Courtney") as rear seat passengers.

22 7.

23 As the Becker family emerged from underneath the Market Road overpass near milepost  
24 182 at Creswell, Oregon, in Lane County, the family car was hit with a broken piece of a cinder

1 block at about 4:30 in the morning. The cinder block broke through the windshield where it  
2 struck Tiffany in the face and shoulder, seriously injuring Tiffany (“Incident”). The event also  
3 seriously traumatized the passengers of the vehicle. Tiffany was taken by ambulance to the  
4 Hospital.

5 8.

6 Marshall and Dylan later confessed that they recklessly dropped the subject piece of  
7 cinder block onto passing traffic from the Overpass on April 13, 2014, at about 4:30 in the  
8 morning that struck the Becker family car.

9 9.

10 In the approximately nine months leading up to Incident, there were five prior, similar  
11 incidents near mile post 182 on Interstate 5. ODOT was aware or should have been aware of  
12 these prior incidents and hundreds of others over the last thirty years or so. ODOT also knew or  
13 should have known that the fencing on the Overpass was inadequate, the design of the Overpass  
14 contributed to these incidents, and that the Overpass was in poor condition, which provided  
15 Marshall and Dylan the object used in the Incident.

16 10.

17 On or about April 14, 2014, an employee of PeaceHealth violated HIPAA law and  
18 accessed the protect health information of Tiffany without authorization. That employee then  
19 further violated HIPAA law, and without the consent of Tiffany, disseminated protected health  
20 information to the media, causing anxiety and emotional distress to Tiffany.

21 11.

22 As the employer and/or principle of the employee who violated the HIPAA law,  
23 PeaceHealth is liable for the acts, omissions, negligence, and intentional conduct of said  
24 employee. Therefore, PeaceHealth is liable for all injuries and damages to Tiffany resulting from

1 those acts, omissions, negligence, and intentional conduct as described in more detail herein.

2 12.

3 All of the above enumerated actions by all defendants demonstrate these events outlined  
4 in paragraphs 6 through 11 above occurred without any fault or negligence attributable to any of  
5 the Plaintiffs.

6 13.

7 Defendants, and all of them, failed to abide by the expectations of the community, which  
8 exposed Plaintiffs to an unreasonable risk of harm. As a direct result of these breaches of duty  
9 and the behavior by Defendants, Tiffany suffered serious injuries to her person, including  
10 substantial pain to her jaw. All Plaintiffs suffered severe emotional distress and mental anguish.

11 14.

12 The injuries suffered by Tiffany put a severe burden upon Michael. These injuries to  
13 Tiffany caused a loss of consortium between Michael and Tiffany.

14 15.

15 Plaintiffs reserve the right to amend this complaint pursuant to ORS §31.725.

16 16.

17 As a direct result of the above described Incident, Tiffany has incurred and will continue  
18 to incur substantial costs for doctors and health care providers, medications, medical  
19 transportation, medical imaging, examinations, evaluations, and treatments. All of these medical  
20 expenses were, and are, reasonable and necessary. She has suffered interference with her normal  
21 and usual activities, plus the loss of care, comfort, companionship and society, isolation, loss of  
22 consortium or loss of the benefits of a family relationship. She also lost income and may lose  
23 income in the future. This was all to her economic detriment and resulted in economic damages  
24 in an amount to be determined by the jury to fairly and justly compensate her in accordance with

1 Oregon law, not to exceed \$10,000.

2 17.

3 As a direct result of the above described incidents, Tiffany sustained serious, lasting and  
4 persistent pain, mental and emotional suffering, depression, anxiety, isolation, inconvenience,  
5 and interference with her normal and usual activities, all to her non-economic harm in an amount  
6 to be determined by the jury to fairly and justly compensate her in accordance with Oregon law,  
7 not to exceed \$100,000.

8 18.

9 As a direct result of the above described Incident, Michael sustained serious mental and  
10 emotional suffering, depression, anxiety, isolation, inconvenience, and interference with his  
11 normal and usual activities, all to his non-economic harm in an amount to be determined by the  
12 jury to fairly and justly compensate him in accordance with Oregon law, not to exceed \$25,000.

13  
14 **FIRST CLAIM FOR RELIEF**

15 (Negligence against ODOT)

16 19.

17 Plaintiffs re-allege paragraphs 1-18 above as though fully set forth herein.

18 20.

19 Prior to April 13, 2014, ODOT designed, constructed, and maintained the Overpass  
20 where the Incident began. ODOT had a duty to all motorists, such as Plaintiffs, to properly  
21 design, construct, and maintain the state's highways, including the Overpass and Interstate 5  
22 below.

23 21.

24 ODOT failed to properly design the Overpass when it renovated the Overpass to add

1 metal guard rails along the edge of the roadway. The guardrail provided a platform, which the  
2 person who dropped the object during the Incident used. In essence, this reduced the height of  
3 the fencing by approximately three feet, rendering the fence, likely installed to deter events such  
4 as the Incident, far less effective. Further, since the design did not take this into account, ODOT  
5 failed to then raise the fencing to mitigate the problem.

6 22.

7 ODOT failed to properly maintain the Overpass in a proper condition. Based upon  
8 information and belief, the broken cinderblock used in the Incident came from the base of the  
9 Overpass. The Overpass had been in a state of disrepair for some time prior to the Incident,  
10 allowing the perpetrators easy access to an object with enough mass to break through the  
11 windshield and cause harm to Plaintiffs. A smaller object could simply not have done as much  
12 damage.

13 23.

14 These negligent actions by ODOT directly caused the injuries to Plaintiffs as described  
15 above in paragraphs 16 through 18. This breach of duty was the legal and proximate cause of the  
16 injuries to Plaintiffs.

17  
18 **SECOND CLAIM FOR RELIEF**

19 (Negligence against PeaceHealth alleged by Tiffany)

20 24.

21 Plaintiffs re-allege paragraphs 1-23 above as though fully set forth herein.

22 25.

23 PeaceHealth breached its duty to Tiffany when it failed to take appropriate steps and  
24 implement appropriate measures to protect the privacy and personal health information of

1 Tiffany. The Health Insurance Portability and Accountability Act establishes a duty of care by  
2 all providers such as PeaceHealth. PeaceHealth then breached that duty when its employee  
3 disclosed protected health information to the media without the consent of Tiffany. PeaceHealth  
4 is vicariously liable for the actions of its employee under the doctrine of respondeat superior.  
5 But for this breach of the standard of care, Tiffany's personal information would not have been  
6 released to the media.

7 26.

8 These negligent actions by PeaceHealth directly caused the injuries to Tiffany as  
9 described above in paragraph 17. This breach of duty was the legal and proximate cause of the  
10 emotional injuries to Tiffany.

11  
12 **THIRD CLAIM FOR RELIEF**

13 (Negligent Infliction of Emotional Distress against PeaceHealth alleged by Tiffany)

14 27.

15 Plaintiffs re-allege paragraphs 1-26 above as though fully set forth herein.

16 28.

17 PeaceHealth had a duty towards Tiffany not to disclose personal information about  
18 Tiffany without proper authorization. PeaceHealth, via its employee, did in fact disclose  
19 protected health information to an unauthorized person on April 14, 2014. This action directly  
20 caused Tiffany to suffer severe emotional distress.

21 29.

22 These negligent actions by PeaceHealth directly caused the injuries to Tiffany as  
23 described above in paragraph 17. This breach of duty was the legal and proximate cause of the  
24 emotional injuries to Tiffany.

1  
2 **FOURTH CLAIM FOR RELIEF**

3 (Negligent Supervision against PeaceHealth alleged by Tiffany)

4 30.

5 Plaintiffs re-allege paragraphs 1-29 above as though fully set forth herein.

6 31.

7 PeaceHealth had a duty towards all patients, including Tiffany, to properly train and  
8 supervise all of its employees. Such supervision would include monitoring and training them to  
9 prevent the unauthorized access and disclosure of protected health information. As part of this  
10 duty, it would need to take appropriate steps and implement appropriate measures to protect its  
11 patients from such disclosures and such unauthorized access. PeaceHealth failed to prevent the  
12 unauthorized access and disclosure of Tiffany’s protected health information to the media, which  
13 breached PeaceHealth’s duty to Tiffany. This action directly caused Tiffany to suffer severe  
14 emotional distress.

15 32.

16 These negligent actions by PeaceHealth directly caused the injuries to Tiffany as  
17 described above in paragraph 17. This breach of duty was the legal and proximate cause of the  
18 emotional injuries to Tiffany.

19  
20 **FIFTH CLAIM FOR RELIEF**

21 (Public Disclosure of Private Facts against PeaceHealth alleged by Tiffany)

22 33.

23 Plaintiffs re-allege paragraphs 1-32 above as though fully set forth herein.

24 //



1 34.

2 The access and disclosure of personal health information of Tiffany by PeaceHealth was  
3 in violation of statutory and common law duties owed to Tiffany concerning privacy. The  
4 disclosure was public, it related to private facts about Tiffany, the disclosure was highly  
5 offensive to Tiffany and would be to any reasonable person, and the information was not of a  
6 legitimate concern to the public.

7 35.

8 These negligent actions by PeaceHealth directly caused the injuries to Tiffany as  
9 described above in paragraph 17. This breach of duty was the legal and proximate cause of the  
10 emotional injuries to Tiffany.

11  
12 **SIXTH CLAIM FOR RELIEF**

13 (Breach of Contract against PeaceHealth alleged by Tiffany)

14 36.

15 Plaintiffs re-allege paragraphs 1-35 above as though fully set forth herein.

16 37.

17 Upon admission to Hospital on April 13, 2014, Tiffany signed a contract with  
18 PeaceHealth. This contract specifically discussed the disclosure of health and other information,  
19 and did not in any way authorize the release of protected health information to the media.  
20 PeaceHealth breached the contract when its employee released information to the media.

21 38.

22 These negligent actions by PeaceHealth directly caused the injuries to Tiffany as  
23 described above in paragraph 17. This breach of duty was the legal and proximate cause of the  
24 emotional injuries to Tiffany.

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**DEMAND FOR JURY TRIAL**

39.

Plaintiffs hereby demand a jury trial on all issues.

**PRAYER FOR RELIEF**

40.

**WHEREFORE,** Plaintiffs pray for judgment against all Defendants as follows:

I.

- a) Economic damages in the amount to be determined by the jury to fairly compensate Tiffany in accordance with Oregon law, and not to exceed \$10,000.00 for past and future medical expenses;
- b) Non-economic damages in the amount to be determined by the jury to fairly compensate Tiffany in accordance with Oregon law, and not to exceed \$100,000.00;
- c) Her costs and disbursements incurred herein;
- d) Her attorney fees as ordered by the court; and
- e) Other relief as the Court deems just and equitable.

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1 II.

- 2 a) Non-economic damages in the amount to be determined by the jury to fairly  
3 compensate Michael in accordance with Oregon law, and not to exceed  
4 \$25,000.00;
- 5 b) His costs and disbursements incurred herein;
- 6 c) Other relief as the Court deems just and equitable.
- 7

8 Dated: April 12, 2016

Respectfully submitted,

9 

10 Michael O. Stevens, OSB No. 095198  
11 Michael@HillsboroFirm.com  
12 Attorney for Plaintiffs

13 Trial Attorney:  
14 Michael O. Stevens, OSB No. 095198

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