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IN THE CIRCUIT COURT OF THE STATE OF OREGON
IN AND FOR THE COUNTY OF LINCOLN

HEIDI A. STOCKER, Personal Representative
of the Estate of KELSEY ROSE SEIBEL

Plaintiff,

v.

SOUTH LINCOLN AMBULANCE, INC. and
YACHATS RURAL FIRE PROTECTION
DISTRICT;

Defendants.

NO. 24CV49557

DEFENDANT SOUTH LINCOLN
AMBULANCE INC.'S ANSWER,
AFFIRMATIVE DEFENSES, AND
CROSSCLAIM AGAINST YACHATS
RURAL FIRE PROTECTION
DISTRICT

Not Subject to Mandatory Arbitration

Fee Authority: ORS 21.160(1)(c)

COMES NOW Defendant SOUTH LINCOLN AMBULANCE, INC. (hereinafter
“Defendant SLA”), by and through their attorneys of record, Scheer.Law PLLC, and hereby
submit its Answer and Affirmative Defenses to Plaintiff’s Complaint by admitting, denying,
and alleging as follows. Any allegations not specifically admitted are hereby denied.

1.

Defendant SLA admits.

2.

Defendant SLA admits.

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3.

Defendant SLA lacks sufficient information and knowledge to form a belief as to the truth of the allegations in this paragraph and therefore deny the same.

4.

Defendant SLA admits.

5.

Defendant SLA admits.

6.

Defendant SLA admits it owns the subject ambulance and medical equipment, and Defendant YRFPD provides staff to operate the ambulance and respond to service calls. Defendant SLA denies the remaining allegations in this paragraph.

7.

Defendant SLA lacks sufficient information and knowledge to form a belief as to the truth of the allegations in this paragraph and therefore deny the same.

8.

Defendant SLA admits.

9.

Defendant SLA admits.

10.

Defendant SLA admits Mr. Wittmier was attempting to enter Highway 101 when a collision occurred. Defendant SLA denies the remainder of the allegations in this paragraph.

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11.

Defendant SLA denies.

12.

Defendant SLA denies.

13.

Defendant SLA denies.

14.

Defendant SLA denies.

15.

Defendant SLA incorporates and realleges all information contained in the previous paragraphs as if set forth herein.

16.

This paragraph contains a legal conclusion for which no response is required. To the extent a response is required, Defendant SLA denies.

17.

This paragraph contains a legal conclusion for which no response is required. To the extent a response is required, Defendant SLA denies.

18.

This paragraph contains a legal conclusion for which no response is required. To the extent a response is required, and to the extent this paragraph is directed at Defendant SLA, Defendant SLA denies. Regarding all other allegations in this paragraph, Defendant SLA

1 lacks sufficient information and knowledge to form a belief as to the truth of the allegations
2 in this paragraph and therefore deny the same.

3 **19.**

4 Defendant SLA denies.

5 **20.**

6 Defendant SLA incorporates and realleges all information contained in the previous
7 paragraphs as if set forth herein.

8 **21.**

9 This paragraph contains a legal conclusion for which no response is required. To the
10 extent a response is required, and to the extent this paragraph is directed at Defendant SLA,
11 Defendant SLA denies. Regarding all other allegations in this paragraph, Defendant SLA
12 lacks sufficient information and knowledge to form a belief as to the truth of the allegations
13 in this paragraph and therefore deny the same.

14 **22.**

15 This paragraph contains a legal conclusion for which no response is required. To the
16 extent a response is required, and to the extent this paragraph is directed at Defendant SLA,
17 Defendant SLA denies. Regarding all other allegations in this paragraph, Defendant SLA
18 lacks sufficient information and knowledge to form a belief as to the truth of the allegations
19 in this paragraph and therefore deny the same.

20 **23.**

21 Defendant SLA denies.
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PLAINTIFF’S REQUEST FOR RELIEF

This paragraph contains Plaintiff’s request for relief to which no response is required. To the extent a response is required for this paragraph, Defendant SLA denies the claim and denies liability for the relief requested.

DEFENDANT SLA’S AFFIRMATIVE DEFENSES

BY WAY OF FURTHER ANSWER TO PLAINTIFF’S COMPLAINT AND WITHOUT WAIVING ANY ALLEGATIONS PREVIOUSLY DENIED, THE FOLLOWING AFFIRMATIVE DEFENSES ARE ASSERTED IN GOOD FAITH. DEFENDANT SLA ALLEGES AS FOLLOWS:

1. Defendant SLA asserts here all defenses stated in Civil Rule 21(a).
2. Plaintiff’s injuries or damages, if any, may have been proximately caused in whole or in part by the actions and/or negligence of other non-parties, other third-parties, and/or unknown or unnamed persons or entities.
3. Plaintiff’s Complaint may fail to state a claim upon which relief can be granted against Defendant SLA.
4. Plaintiff’s action should be dismissed because the alleged damages may have resulted from a superseding cause.
5. Plaintiff’s damages, if any, were proximately caused by Plaintiff in failing to exercise reasonable care for her own safety.
6. Plaintiff may have failed to mitigate, minimize, or avoid the damages allegedly sustained and recovery, if any, should be reduced accordingly.

1 The Answer and Affirmative Defenses of Defendant SLA alleged above are hereby
2 realleged and incorporated herein by reference.

3 **II. FACTS**

4 5.

5 Defendant SLA realleges all prior allegations against Defendant YRFPD and
6 incorporates them herein by reference.

7 6.

8 Defendant YRFPD provided employees to staff the subject ambulance for emergency
9 and other responses.

10 7.

11 Defendant YRFPD was responsible for paying all required salaries, workers'
12 compensation insurance, unemployment and insurance premiums, and associated payroll
13 taxes for this staff.

14 8.

15 Per the 2023-2024 Ambulance Staffing/Operations Agreement ("Agreement")
16 Defendant YRFPD agreed to hold Defendant SLA harmless for claims resulting from the
17 actions of the YRFPD, its agents, employees, and volunteers.

18 **III. CAUSE OF ACTION I: CONTRIBUTION**

19 9.

20 Defendant SLA realleges all prior allegations against Defendant YRFPD and
21 incorporates them herein by reference.

22 10.

1 To the extent Defendant SLA is found liable to Plaintiff for any of the alleged claims
2 for relief, Defendant SLA is entitled to contribution from Defendant YRFPD for its
3 proportional share of liability per O.R.S. § 31.800.

4 **IV. CAUSE OF ACTION II: INDEMNITY**

5 11.

6 Defendant SLA realleges all prior allegations against Defendant YRFPD and
7 incorporates them herein by reference.
8

9 12.

10 Defendant YRFPD agreed to hold Defendant SLA harmless for claims resulting from
11 the actions of the YFRPD, its agents, employees, and volunteers.
12

13 13.

14 Defendant SLA performed all its obligations under the Agreement, except for those
15 that have been waived or excused, or that Defendant SLA has been prevented from
16 performing.
17

18 14.

19 Defendant YRFPD, its agents, employees, and/or volunteers failed to perform their
20 obligations under the Agreement.
21

22 15.

23 Defendant YRFPD must indemnify Defendant SLA to the limits of the Oregon Tort
24 Claims Act.
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DEFENDANT SLA’S REQUEST FOR RELIEF

WHEREFORE, having answered Plaintiff’s Complaint, having asserted their affirmative defenses, and having asserted a crossclaim against Defendant YRFPD, Defendant SLA requests that judgment be entered as follows:

1. Dismissal of Plaintiff’s claims against Defendant SLA with prejudice;
2. That Defendant SLA be awarded damages in an amount to be proven at trial;
3. That Defendant SLA be awarded expenses and costs incurred including attorney fees to the extent permitted by law.
4. For such further relief as this Court deems equitable and just.

DEFENDANT SLA’S RESERVATION OF RIGHTS

Defendant SLA reserves the right to amend or supplement this Answer, Affirmative Defenses, and Crossclaim against Defendant Yachats Rural Fire Protection District to asserts additional affirmative defenses, third-party claims, counterclaims, or crossclaims as warranted by information obtained through the ongoing discovery process.

DATED this 18th day of October 2024.

SCHEER.LAW PLLC

/s/ Jennifer L. Crow
Jennifer L. Crow, WSBA No. 105601
jen@scheer.law
Attorney for Defendant SLA

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CERTIFICATE OF SERVICE

I certify under penalty of perjury under the laws of the State of Oregon, that the following is true and correct:

I am employed by the law firm of Scheer.Law PLLC. At all times hereinafter mentioned, I was and am a citizen of the United States of America, a resident of the State of Washington, over the age of eighteen (18) years, not a party to the above-entitled action, and competent to be a witness herein. On the date set forth below I served the document(s) to which this is attached, in the manner noted on the following person(s):

| PARTY/COUNSEL | DELIVERY INSTRUCTIONS |
|---|--|
| <u>CO/Plaintiff</u> Adam C. Springer, OSB 112109 Yaquina Law LLC PO Box 1987, 380 SW 2nd St. Newport, Oregon 97365 springer@yaualaw.com | <input type="checkbox"/> Via U.S. Mail <input checked="" type="checkbox"/> Via e-Service <input type="checkbox"/> Via Legal Messenger <input type="checkbox"/> Via Facsimile <input checked="" type="checkbox"/> Via E-Mail |
| <u>CO/Plaintiff The Estate of Kelsey Seibel</u> Traci P McDowall, OSB 184063 Yaquina Law LLC PO Box 1987, 380 SW 2nd St. Newport, Oregon 97365 Traci@yaqualaw.com | <input type="checkbox"/> Via U.S. Mail <input checked="" type="checkbox"/> Via e-Service <input type="checkbox"/> Via Legal Messenger <input type="checkbox"/> Via Facsimile <input checked="" type="checkbox"/> Via E-Mail |

DATED this 18th day of October, 2024, at Seattle, Washington.

/s/ Shiloh Angevine
Shiloh Angevine, Legal Assistant