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CIRCUIT COURT
FOR MULTNOMAH COUNTY

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

EDWARD W. JOHNSON,)
)
Plaintiff,)
)
vs.)
)
PEREGRINE SPORTS, LLC, a limited)
liability corporation; OREGON SPORTS)
MEDICINE ASSOCIATES, P.C., a)
corporation, JONATHAN E.)
GREENLEAF, M.D., NIK WALD, an)
individual, and JAMES E. BRYAN,)
Ph.D.,)
)
Defendants.)

No. **01434**
1402-01434
COMPLAINT
(Personal Injury; Negligence)
CLAIM NOT SUBJECT TO
MANDATORY ARBITRATION
PRAYER AMOUNT: \$9,957,415.00

Plaintiff Edward W. Johnson, for his claim for relief for personal injuries, states as follows:

PARTIES

1. Defendant Peregrine Sports, LLC is, and at all times material was, a limited liability corporation doing business under the assumed business name of "Portland Timbers," engaged in the professional soccer sport business, with its principal place of business in Multnomah County, Oregon.
2. Defendant Oregon Sports Medicine Associates, P.C. is, and at all times material was, a professional corporation doing business and practicing medicine under the assumed business name of "Sports Medicine Oregon," with its principal place of business in the Portland, Oregon metropolitan area.

1 3. Defendant Jonathan E. Greenleaf, M.D. is, and at all times material was, an
2 orthopedic surgeon, with his principal place of business in the Portland, Oregon metropolitan area.

3 4. Upon information and belief, Defendant Nik Wald is, and at all material times was,
4 employed by Defendant Peregrine Sports, LLC as the head athletic trainer for the Portland
5 Timbers. Defendant Wald was acting in the course and scope of his employment for Defendant
6 Peregrine Sports, LLC at all relevant times.

7 5. Defendant James E. Bryan, Ph.D. is, and at all times material was, a psychologist
8 holding himself out as a specialist in neuropsychology, with his principal place of business in
9 Multnomah County, Oregon.

10 6. On information and belief, at all times material herein, Defendant Oregon Sports
11 Medicine Associates, P.C. and Defendant Greenleaf were designated as the team physician for
12 Defendant Peregrine Sports, LLC, doing business as the Portland Timbers. Defendant Oregon
13 Sports Medicine Associates, P.C. was acting either as an independent contractor for or as an agent
14 of, and Defendant Greenleaf was acting either as an independent contractor for or as an agent or
15 employee of, Defendant Peregrine Sports, LLC, doing business as the Portland Timbers.

16 7. At all times material, Defendant Peregrine Sports, LLC, doing business as Portland
17 Timbers, acted through its employee agents, who were acting in the course and scope of their
18 employment, or non-employee agents, whose conduct was on behalf of, authorized by, and subject
19 to the control of Defendant Peregrine Sports, LLC in a manner similar to how Defendant Peregrine
20 Sports, LLC would control employee agents engaged in similar work. The above agents included
21 Defendant Greenleaf and Defendant Wald.

22 8. At all times material, Defendant Oregon Sports Medicine Associates, P.C. acted
23 through its employee agents, who were acting in the course and scope of their employment, or
24 non-employee agents, whose conduct was on behalf of, authorized by, and subject to the control
25 of Defendant Oregon Sports Medicine Associates, P.C. in a manner similar to how Defendant
26 Oregon Sports Medicine Associates, P.C. would control employee agents engaged in similar work.

1 The above employees and/or agents included Defendant Greenleaf.

2 9. Plaintiff Edward ("Eddie") Johnson at all times material herein resided in either
3 Multnomah County, Oregon or in Great Britain.

4 **BACKGROUND FACTS**

5 10. At all material times, Plaintiff Eddie Johnson was employed as a professional soccer
6 player by Major League Soccer, LLC ("MLS"). Eddie Johnson was assigned to play for Defendant
7 Peregrine Sports, LLC, doing business as Portland Timbers, a professional soccer team.

8 11. Defendant Peregrine Sports, LLC, doing business as the Portland Timbers,
9 designated a team physician, Defendant Oregon Sports Medicine Associates, P.C. and Defendant
10 Greenleaf, and a team trainer, Defendant Wald, who were responsible for advising the team and
11 its players if a player's physical condition will adversely affect the player's performance or health,
12 and if a player's condition will be significantly aggravated or made permanent by continued
13 performance.

14 12. As the team physician and the team trainer substantially responsible for making
15 return to play decisions following a concussion, Defendant Oregon Sports Medicine Associates,
16 P.C., Defendant Greenleaf, and Defendant Wald owed a continuing duty to exercise that degree
17 of care, skill, and diligence which is used by ordinarily careful physicians and athletic trainers
18 practicing in the same or similar circumstances in the same or a similar community in a reasonable
19 and prudent manner with due care and regard to the health and well-being of the team's athletes,
20 including Plaintiff Eddie Johnson.

21 13. On or about August 3, 2011, Eddie Johnson suffered a concussion or other head
22 injury during pre-game warm-ups.

23 14. On or about August 14, 2011, Eddie Johnson suffered another concussion or head
24 injury, during a soccer game.

25 15. As a result of the concussion or head injury on August 14, 2011, Defendant
26 Peregrine Sports, LLC, doing business as Portland Timbers, Defendant Oregon Sports Medicine

1 Associates, P.C., Defendant Greenleaf, Defendant Wald, and Defendant Bryan determined that
2 Eddie Johnson could not safely return to play for the remainder of the season and Eddie Johnson
3 was placed on the Season Ending Injury/Disabled List.

4 16. On information and belief, Eddie Johnson was not given the return to play protocol
5 after August 14, 2011.

6 17. Eddie Johnson returned for the MLS pre-season in 2012. Upon information and
7 belief, Eddie Johnson did not have a proper evaluation done regarding his previous season-ending
8 concussion or head injury before being permitted to fully return to play and participate in pre-
9 season professional soccer activities.

10 18. Near the beginning of the 2012 pre-season, Eddie Johnson was still experiencing
11 symptoms from the 2011 concussion or concussions.

12 19. On or about February 6, 2012, Eddie Johnson suffered further head injury during
13 pre-season by getting hit in the head by a ball and/or experiencing physical exertion while there
14 were still ongoing symptoms from the August 14, 2011 concussion. As a result of the further head
15 injury, on or about February 6, 2012, Eddie Johnson's professional soccer career ended.

16 20. Defendant Oregon Sports Medicine Associates, P.C. and Defendant Greenleaf were
17 negligent in one or more of the following ways:

- 18 a. In choosing not to follow proper guidelines and protocols for concussions and
19 return to play decisions;
- 20 b. In choosing not to properly assess, evaluate, and/or examine Eddie Johnson
21 before permitting him to return to play professional soccer during pre-season
22 following a season- ending concussion;
- 23 c. In choosing not to properly assess, evaluate, examine, follow-up, and/or
24 monitor Eddie Johnson after his August 14, 2011 concussion or head injury
25 and before February 6, 2012; and

26 // // // //

- 1 d. In deciding to permit Eddie Johnson to return to play fully during the 2012
2 soccer pre-season.

3 21. Defendant Oregon Sports Medicine Associates, P.C. and Defendant Greenleaf
4 knew or should have known that each of the following acts or omissions would cause a foreseeable
5 risk of harm to its patients, including patients such as Eddie Johnson:

- 6 a. In choosing not to follow proper guidelines and protocols for concussions and
7 return to play decisions;
8 b. In choosing not to properly assess, evaluate, and/or examine a patient before
9 permitting the patient to return to play professional soccer during pre-season
10 following a season-ending concussion;
11 c. In choosing not to properly assess, evaluate, examine, follow-up, and/or
12 monitor a patient after a concussion or head injury and before returning to
13 play professional soccer; and
14 d. In deciding to permit a patient to return to play fully during a professional
15 soccer pre-season under the circumstances described.

16 22. Defendant Wald was negligent in one or more of the following ways:

- 17 a. In choosing not to follow proper guidelines and protocols for concussions and
18 return to play decisions;
19 b. In choosing not to properly assess, evaluate, and/or examine Eddie Johnson
20 before permitting him to return to play professional soccer during pre-season
21 following a season- ending concussion;
22 c. In choosing not to properly assess, evaluate, examine, follow-up, and/or
23 monitor Eddie Johnson after his August 14, 2011 concussion or head injury
24 and before February 6, 2012;
25 d. In choosing not to make appropriate referrals before permitting Eddie
26 Johnson to return to play fully during a professional soccer pre-season

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following a season-ending injury; and

- d. In deciding to permit Eddie Johnson to return to play fully during the 2012 soccer pre-season

23. Defendant Wald knew or should have known that each of the following acts or omissions would cause a foreseeable risk of harm to its patients, including patients such as Eddie Johnson:

- a. In choosing not to follow proper guidelines and protocols for concussions and return to play decisions;
- b. In choosing not to properly assess, evaluate, and/or examine a patient before permitting the patient to return to play professional soccer during pre-season following a season-ending concussion;
- c. In choosing not to properly assess, evaluate, examine, follow-up, and/or monitor a patient after a concussion or head injury and before returning to play professional soccer;
- d. In choosing not to make appropriate referrals before permitting Eddie Johnson to return to play fully during a professional soccer pre-season following a season-ending injury; and
- e. In deciding to permit a patient to return to play fully during a professional soccer pre-season under the circumstances described.

24. Defendant Peregrine Sports, LLC doing business as Portland Timbers, was negligent in one or more of the following ways:

- a. In choosing not to follow proper guidelines and protocols for concussions and return to play decisions;
- b. In choosing not to properly assess, evaluate, and/or examine Eddie Johnson before permitting him to return to play professional soccer during pre-season following a season- ending concussion;

- 1 c. In choosing not to properly assess, evaluate, examine, follow-up, and/or
2 monitor Eddie Johnson after his August 14, 2011 concussion or head injury
3 and before February 6, 2012; and
4 d. In deciding to permit Eddie Johnson to return to play fully during the 2012
5 soccer pre-season.

6 25. Defendant Peregrine Sports, LLC, doing business as Portland Timbers, knew or
7 should have known that each of the following acts or omissions would cause a foreseeable risk of
8 harm to professional soccer players on its team, including players such as Eddie Johnson:

- 9 a. In choosing not to follow proper guidelines and protocols for concussions and
10 return to play decisions;
11 b. In choosing not to properly assess, evaluate, and/or examine a patient before
12 permitting the patient to return to play professional soccer during pre-season
13 following a season-ending concussion;
14 c. In choosing not to properly assess, evaluate, examine, follow-up, and/or
15 monitor a patient after a concussion or head injury and before returning to
16 play professional soccer; and
17 d. In deciding to permit a patient to return to play fully during a professional
18 soccer pre-season under the circumstances described.

19 26. Defendant Bryan owed a continuing duty to Eddie Johnson to exercise the degree
20 of care, skill, and diligence which is used by ordinarily careful neuropsychologists practicing in
21 the same or similar circumstances in the same or a similar community in a reasonable and prudent
22 manner with due care and regard to the health and well-being of his patients, including Plaintiff
23 Eddie Johnson.

24 27. Defendant Bryan evaluated Eddie Johnson after his concussion or head injury on
25 August 14, 2011. Upon information and belief, Defendant Bryan participated in the decision to
26 medically end Plaintiff Johnson's MLS 2011 season.

1 28. On information and belief, Defendant Bryan was negligent in one or more of the
2 following ways:

- 3 a. In permitting Eddie Johnson to play while still experiencing symptoms
4 associated with concussion or head injury; and
5 b. In choosing not to properly assess, evaluate, examine, follow-up, and/or
6 monitor Eddie Johnson after his August 14, 2011 concussion or head injury
7 and before February 6, 2012.

8 29. On information and belief, Defendant Bryan knew or should have known that each
9 of the following acts or omissions would cause a foreseeable risk of harm to professional soccer
10 players on its team, including players such as Eddie Johnson:

- 11 a. In permitting Eddie Johnson to play while still experiencing symptoms
12 associated with concussion or head injury; and
13 b. In choosing not to properly assess, evaluate, examine, follow-up, and/or
14 monitor Eddie Johnson after his August 14, 2011 concussion or head injury
15 and before February 6, 2012.

16 30. The negligence of Defendant Peregrine Sports, LLC, doing business as Portland
17 Timbers, Defendant Wald, Defendant Oregon Sports Medicine Associates, P.C., Defendant
18 Greenleaf, and Defendant Bryan, was a substantial factor in causing Plaintiff Eddie Johnson to
19 sustain serious and permanent traumatic head and brain injuries, with headaches, memory
20 impairment, cognitive deficits, photophobia, phonophobia, impaired balance, blurred vision,
21 dizziness, sleep difficulties, and fatigue, anxiety, and depression. Also as a result of the described
22 injuries, Plaintiff Eddie Johnson has and will continue to suffer loss of function and ability, pain,
23 discomfort, mental suffering, anxiety, and inconvenience and interference with his normal and
24 usual activities, all to his human, non-economic loss in an amount to be determined by the jury at
25 trial in accordance with the law, not to exceed \$4,975,000.00.

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1 31. Because of the described injuries, Plaintiff Eddie Johnson has required and will
2 continue to require the services of hospitals, physicians, nurses, therapists, technicians, specialized
3 medical and assistive services, supplies, medications, and devices, and has suffered lost income
4 and a loss in future earning capacity, all in a reasonable and necessary amount to his economic
5 damage in an amount to be determined by the jury at trial in accordance with the law, not to
6 exceed \$4,982,415.00.

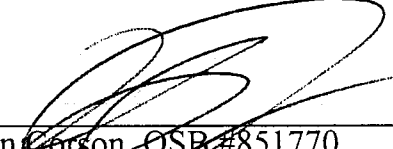
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8 WHEREFORE, Plaintiff Eddie Johnson prays for judgment against Defendant Peregrine
9 Sports, LLC, Defendant Nik Wald, Defendant Oregon Sports Medicine Associates, P.C.,
10 Defendant Jonathan Greenleaf, M.D., and Defendant James E. Bryan, Ph.D., and each of them,
11 for:

- 12 (a) Plaintiff Eddie Johnson's non-economic damages in accordance with the law, not
13 to exceed \$4,975,000.00;
- 14 (b) Plaintiff Eddie Johnson's economic damages in accordance with the law, not to
15 exceed \$4,982,415.00; and
- 16 (c) For costs and disbursements incurred in this action.

17
18 DATED: February 4, 2014

THE CORSON & JOHNSON LAW FIRM, P.C.



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