

**IN THE CIRCUIT COURT FOR THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION**

JASON G. HAYNOR,

Plaintiff,

Case No. :

v.

FUTURE MOTION, INC. d/b/a ONEWHEEL
and SURFWHEEL USA, INC.,

Defendants.

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COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, Jason G. Haynor ("HAYNOR"), sues Defendants FUTURE MOTION, INC. d/b/a ONEWHEEL ("FUTURE MOTION") and SURFWHEEL USA, INC. ("SURFWHEEL") and alleges:

JURISDICTION, VENUE AND PARTIES

1. This is an action for damages exceeding \$50,000.00, exclusive of fees, costs, and interest.

2. At all times material, HAYNOR is a citizen of the State of Florida and a resident of Pinellas County, Florida.

3. At all times material, FUTURE MOTION is a Delaware corporation with its principal place of business in California. FUTURE MOTION'S registered agent for service of process is Paracorp Incorporated, 2804 Gateway Oaks Drive, #100, Sacramento, California 95833.

4. At all times material, SURFWHEEL is a Florida Corporation doing business in Florida with its principal place of business and transaction of its customary business located at 474 Poinsettia Ave. Clearwater Beach, FL 33767.

5. At all times material, FUTURE MOTION was and is transacting and conducting substantial business in the State of Florida for which it received substantial revenue.

6. FUTURE MOTION submitted itself to the jurisdiction of this Court by doing personally or through its agents, the following acts:

- a. Conducting and engaging in substantial business and other activities in Florida by designing, manufacturing, selling, and delivering products, including the Onewheel XR ("Onewheel") which is the subject of this Complaint, directly and through distributors, dealers, wholesalers, and brokers, to persons, firms, or corporations in this State. Such products were purchased and used by consumers in Florida in the ordinary course of commerce and trade.
- b. Committing a tortious act within this state by designing, assembling, manufacturing, testing, selling, and delivering defective products, including the Onewheel, directly and through distributors, dealers, wholesalers, and brokers, to persons, firms, or corporations in this State. Such products were used by consumers in Florida in the ordinary course of commerce, trade, or use. Such tortious acts resulted in substantial injuries to persons, including HAYNOR.
- c. Causing injury to persons or property in Florida arising out of an act or omission committed outside Florida where, at or about the time of injury, either (i) FUTURE MOTION was engaged in solicitation or service activities within Florida, or (ii) products, materials or things processed, serviced, or manufactured by FUTURE MOTION anywhere were used or consumed in Florida in the ordinary course of commerce, trade, or use.
- d. Manufacturing, selling, and delivering defective products, including the defective product giving rise to this action, with knowledge or reason to foresee that its products would be shipped in interstate commerce and would reach the market of Florida users or consumers.
- e. FUTURE MOTION is engaged in substantial and not isolated activity within Florida. FUTURE MOTION derives substantial revenues from products it sells in Florida and in Pinellas County. FUTURE MOTION marketed, distributed, and sold its products, including the subject Onewheel in Florida, including Pinellas County.

7. This action arises from and/or relates to FUTURE MOTION's actions above all of which were designed to cultivate and expand its market in Florida for the sale and use of its products, including the subject Onewheel.

8. FUTURE MOTION has purposefully availed itself of the benefits and the protections of the laws of Florida and has significant contacts such that the exercise of jurisdiction would be consistent with the traditional notions of due process, fair play and substantial justice.

THE ONEWHEEL NOSEDIVE INCIDENT

9. The Onewheel product is a self-balancing, battery-powered, single-wheel electric board often described as an electric skateboard. The product is made and sold by FUTURE MOTION. FUTURE MOTION also developed, designed, and engineered the Onewheel's subsystems, including motors, power electronics, battery modules, firmware, software, and smartphone applications.

10. Operation of FUTURE MOTION's Onewheel is controlled and/or monitored, in part, by an application installed on users' smartphones (the "App"). The App allows users of the Onewheel to view their total miles, battery life, speed, and other information. The App communicates and interacts with the firmware installed on the Onewheel board, controlling certain aspects of its operation, and collecting and processing data.

11. There are miscalculations in the Onewheel's operation that cause the Onewheel to nosedive unpredictably and unexpectedly eject the rider forward off the board.

12. One of Onewheel's features is that it will provide the rider with "Push Back" when approaching the device's limits during use. Often, however, instead of or in addition to the Push Back, which is allegedly designed as a warning to riders to avoid a dangerous

situation, the Onewheel will simply nosedive and shut off during ordinary use. This almost always results in the rider being thrown off the device. Different factors affect whether, when, and how the Onewheel will nosedive and shutdown.

13. Pushback and resulting nosedives will unexpectedly occur on inclines and declines. The problem with pushback on inclines and declines is that it is difficult to discern when the rider is feeling pushback, or whether it is the natural resistance caused by the incline or decline. While ascending, a rider is already pressing against the nose and the grade of the hill to ascend, and therefore may not discern pushback. Pushback in these situations can result in a sudden nosedive, especially if the rider is unaware that the board is giving them pushback, resulting in the rider feeling the board suddenly shutting down during operation.

14. The Onewheel's dangerous nosedives may occur due to: (i) velocity; (ii) ascending hills; (iii) descending hills; (iv) when the battery has too little charge; (v) when the battery has too much charge; (vi) when the Onewheel accelerates too quickly; (vii) some combination of causes; and (viii) causes that are still not understood. Onewheels are also known to nosedive at random during ordinary use when none of these factors are present.

15. A Onewheel nosedive or shutoff is not a mild event, but rather the front of the board violently slams into the ground and rider thrown forward. Not only is it prohibitively difficult to determine when nosedives will occur, but these unexpected events almost invariably cause the rider to be ejected and injured, often severely, as in this case.

16. On December 30, 2021, HAYNOR was riding his Onewheel near Maggie Valley, North Carolina on a paved surface. HAYNOR was operating the Onewheel in accordance with the instructions when, without notice, the Onewheel suddenly and

unexpectedly nosedived while in motion. The front of the board violently nosedived into the ground, throwing Plaintiff directly into the hard pavement. As a result, HAYNOR suffered severe and continuing injuries including, but not limited to fracture, torn rotator cuff and torn shoulder ligaments requiring surgical repair and significant rehabilitation.

17. The Onewheel is defective in its design, manufacture and/or warning.

18. The defective condition of the Onewheel rendered the product unreasonably dangerous for its designed, intended and foreseeable uses.

19. The Onewheel failed to perform as safely as an ordinary consumer would expect when riding the subject Onewheel as intended in a foreseeable ride.

COUNT I – STRICT LIABILITY AGAINST FUTURE MOTION

20. HAYNOR realleges and incorporates by reference the allegations contained in paragraphs 1-19 as if fully set forth herein.

21. FUTURE MOTION is in the business of designing, manufacturing, constructing, assembling, testing, inspecting, labeling, marketing, distributing, and/or selling Onewheels, including the subject Onewheel.

22. FUTURE MOTION placed the subject Onewheel on the market with knowledge that ordinary and intended use of the Onewheel could lead to an unpredictable nosedive, like the one described above, which would foreseeably lead to serious injury of Onewheel users, such as HAYNOR.

23. FUTURE MOTION knew or should have known that Onewheel users would not and could not properly inspect the product for defects and dangerous conditions, and that detections of defects and dangers including the nosedive defect would be beyond the capabilities of such persons.

24. The subject Onewheel was defective and unreasonably dangerous to ultimate users, operators, or consumers, including HAYNOR when sold and distributed by FUTURE MOTION due to its unreasonably dangerous and unpredictable propensity to shut-off suddenly and nosedive without warning. This danger was exacerbated by the absence of or inadequacy of warnings or instructions from FUTURE MOTION, which knew or should have known the subject Onewheel was defective and unreasonably dangerous to users.

25. Further, the subject Onewheel was defective and unreasonably dangerous to FUTURE MOTION's Onewheel users, including HAYNOR when sold and distributed by FUTURE MOTION, because of design defects for which there were no appropriate warnings. These defects include, but are not limited to the following:

- a. The subject Onewheel was designed, manufactured, assembled, and/or sold in such a manner that it had inadequate and/or defective safety devices and measures in place to prevent or reduce the severity of ejection injuries from nosedives;
- b. The subject Onewheel was designed, manufactured, assembled, and/or sold without adequate testing by FUTURE MOTION; and
- c. The subject Onewheel was designed, manufactured, assembled, and/or sold without adequate warnings and instructions regarding defects and dangers known to FUTURE MOTION, but that would not be discovered by Onewheel users in the exercise of ordinary care or during ordinary, intended use of the product.

26. For the reasons set forth above, the subject Onewheel was unreasonably dangerous to foreseeable users, including HAYNOR, who used the subject Onewheel in an ordinary and foreseeable manner.

27. The defects described above directly and proximately caused the incident and damages sustained by HAYNOR in that they directly, and in a natural and continuous sequence, produced or contributed substantially to his injuries.

28. The defects described above were in existence at the time the subject Onewheel left the possession, custody, and control of FUTURE MOTION. The subject Onewheel was not substantially changed or altered in the time between its distribution, sale and the incident described in this Complaint.

29. As a direct and proximate result of the foregoing, HAYNOR sustained significant bodily injuries, resulting in pain and suffering, impairment, disability, lost wages, loss of earning capacity, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical care and treatment. The injuries HAYNOR sustained are permanent within a reasonable degree of medical probability and he will continue to suffer losses in the future.

WHEREFORE, Plaintiff JASON G. HAYNOR demands judgment against FUTURE MOTION, INC. d/b/a ONEWHEEL for damages together with costs, interest as allowed by law, and such further relief as this Court deems just and demands a trial by jury on all issues so triable as a matter of right.

COUNT II – NEGLIGENCE AGAINST FUTURE MOTION

30. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1-19 as if fully set forth herein.

31. FUTURE MOTION designed, manufactured, constructed, assembled, tested, inspected, labeled, marketed, distributed, and/or sold the subject Onewheel and otherwise placed the subject Onewheel used by HAYNOR into the stream of commerce.

32. In designing, manufacturing, constructing, assembling, testing, inspecting, labeling, marketing, distributing and/or selling the subject Onewheel, FUTURE MOTION had a duty to users, operators, and consumers, like HAYNOR, to provide products that were safe for their intended and foreseeable uses. FUTURE MOTION was under a duty to

properly and adequately design, manufacture, construct, assemble, test, inspect, label, provide adequate warnings for, market, distribute, and sell the subject Onewheel in a reasonably safe condition so as not to present a danger to consumers who reasonably and expectedly under ordinary circumstances use the subject Onewheel, including HAYNOR.

33. FUTURE MOTION breached its duty of reasonable care owed to HAYNOR in one or more of the following ways:

- a. Failing to properly design, manufacture, construct, inspect, test, assemble, and/or sell the subject Onewheel in a condition that was reasonably safe for foreseeable uses.
- b. Failing to properly design, manufacture, construct, inspect, test, assemble, and/or sell the subject Onewheel in such a manner that it had adequate and/or effective safety devices and measures.
- c. Failing to properly design, manufacture, construct, inspect, test, assemble, label, sell, and otherwise place the subject Onewheel on the market for sale to the public in a condition free of defects and hazards which created an unreasonable danger of injury or death to consumers under normal and foreseeable circumstances.
- d. Marketing, promoting, advertising, and representing that the subject Onewheel was suitable for use when FUTURE MOTION knew or should have known that it was not.
- e. Failing to properly design, manufacture, assemble and or sell the subject Onewheel in such a manner that it would not unexpectedly fail.
- f. Failing to provide adequate warnings, proper documentation, or notices to alert consumers regarding the hazardous conditions described above.

34. The acts and omissions described above directly and proximately caused HAYNOR'S injuries in that they directly, and in a natural and continuous sequence, produced or contributed substantially to his injuries.

35. As a direct and proximate result of the foregoing, Plaintiff sustained significant bodily injuries, resulting in pain and suffering, impairment, disability, lost

earnings, loss of earning capacity, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical care, and treatment. The injuries Plaintiff suffered are permanent within a reasonable degree of medical probability and he will continue to suffer losses into the future.

WHEREFORE, Plaintiff JASON G. HAYNOR demands judgment against FUTURE MOTION, INC. d/b/a ONEWHEEL for damages together with costs, interest as allowed by law, and such further relief as this Court deems just and demands a trial by jury on all issues so triable, as a matter of right.

COUNT III – STRICT LIABILITY AGAINST SURFWHEEL

36. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1-19 as if fully set forth herein.

37. SURFWHEEL is a Florida corporation and was a Florida retailer of FUTURE MOTION products, including the Onewheel sold and/or delivered to HAYNOR's family members.

38. SURFWHEEL placed the subject Onewheel in the market with knowledge that it would be used without inspection for defects and dangers.

39. At all times, HAYNOR used the Onewheel in a reasonably foreseeable manner.

40. The Onewheel marketed, sold, and placed into the stream of commerce by SURFWHEEL was defective and unreasonably dangerous at the time it left the possession of SURFWHEEL when it was sold and then used by HAYNOR as intended or reasonably foreseeable by SURFWHEEL.

41. The Onewheel product exposed users to an unreasonable risk of harm, and the subject Onewheel reached HAYNOR without substantial change in the condition in

which the products were sold. The defective condition included, but was not limited to the following:

- a. The subject Onewheel was designed, manufactured, assembled, and/or sold in such a manner that it had inadequate and/or defective safety devices and measures in place to prevent or reduce the severity of ejection injuries from nosedives;
- b. The subject Onewheel was designed, manufactured, assembled, and/or sold without adequate testing; and
- c. The subject Onewheel was designed, manufactured, assembled, and/or sold without adequate warnings and instructions regarding defects and dangers known, but that would not be discovered by Onewheel users in the exercise of ordinary care or during ordinary, intended use of the product.

42. The defects described above directly and proximately caused the incident and damages sustained by HAYNOR in that they directly, and in a natural and continuous sequence, produced or contributed substantially to his injuries.

43. As a direct and proximate result of the foregoing, HAYNOR sustained significant bodily injuries, resulting in pain and suffering, impairment, disability, lost wages, loss of earning capacity, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical care and treatment. The injuries HAYNOR sustained are permanent within a reasonable degree of medical probability and he will continue to suffer losses in the future.

WHEREFORE, Plaintiff JASON G. HAYNOR demands judgment against SURFWHEEL for damages together with costs, interest as allowed by law, and such further relief as this Court deems just and demands a trial by jury on all issues so triable as a matter of right.

COUNT IV– NEGLIGENCE AGAINST SURFWHEEL

44. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1-19 as if fully set forth herein.

45. SURFWHEEL owed a duty of reasonable care and to HAYNOR.

46. At all times material, SURFWHEEL selected products like the subject Onewheel to sell to its customers.

47. SURFWHEEL knew or in the exercise of due care should have known that the subject Onewheel would be used without inspection in an unreasonably dangerous condition and would create a foreseeable and unreasonable risk of harm to those who came into foreseeable contact with the subject Onewheel. Including HAYNOR.

48. SURFWHEEL was under a duty to ensure that the Onewheel products it sold to the public were in a reasonably safe condition so as not to present a danger to members of the general public who, under ordinary circumstances use the Onewheel product, including HAYNOR.

49. SURFWHEEL breached its duty of reasonable care owed to HAYNOR in one or more of the following ways:

- a. Selling defective products to the public.
- b. Selling Onewheel products to the public, including the subject Onewheel, which had inadequate and/or defective safety devices and measures in place to prevent or reduce the severity of ejection injuries from nosedives.
- c. Failing to sell Onewheel products to the public, including the subject Onewheel, in a condition free of defects and hazards which created an unreasonable danger of injury or death to consumers under normal and foreseeable circumstances.
- d. Marketing, promoting, advertising, and representing that the subject Onewheel was suitable for use when SURFWHEEL knew or should have known that it was not.
- e. Selling Onewheel products to the public, including the subject Onewheel, in such a manner that it would unexpectedly fail.

f. Failing to provide adequate warnings, proper documentation, or notices to alert consumers regarding the hazardous conditions described above.

50. The acts and omissions described above directly and proximately caused HAYNOR'S injuries in that they directly, and in a natural and continuous sequence, produced or contributed substantially to his injuries.

51. As a direct and proximate result of the foregoing, HAYNOR sustained significant bodily injuries, resulting in pain and suffering, impairment, disability, lost earnings, loss of earning capacity, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical care and treatment. The injuries Plaintiff suffered are permanent within a reasonable degree of medical probability and he will continue to suffer losses into the future.

WHEREFORE, Plaintiff, JASON G. HAYNOR demands judgment against SURFWHEEL for damages together with costs, interest as allowed by law, and such further relief as this Court deems just and demands a trial by jury on all issues so triable as a matter of right.

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