

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA**

SHAWN HUDSON,

Plaintiff,

Case No.: _____

v.

TESLA, INC. and OSCAR ENRIQUE
GONZALEZ-BUSTAMANTE,

Defendants.

COMPLAINT

COMES NOW Plaintiff, Shawn Hudson (“Hudson”), through his undersigned counsel, to sue Defendants, Tesla, Inc., (“Tesla”), and Oscar Enrique Gonzalez-Bustamante (“Mr. Gonzalez-Bustamante”), for the causes of action stated herein. In support thereof, Plaintiff states:

INTRODUCTION

1. Hudson brings this personal injury and consumer protection action to recover for the injuries and damages he suffered when the autopilot feature of his 2017 Tesla Model S (the “Model S”) failed to detect the presence of a vehicle on the roadway, causing the Model S to crash into the vehicle at approximately 80 mph.

2. Through a pervasive national marketing campaign and a purposefully manipulative sales pitch, Tesla has duped consumers, including Hudson, into believing that the autopilot system it offers with Tesla vehicles at additional cost can safely transport passengers at highway speeds with minimal input and oversight from those passengers.

3. In reality, Tesla’s autopilot system does not and cannot function as Tesla claims and is dangerous to operate in motor vehicles that are intended to be driven on our nation’s

highways. Specifically, despite Tesla's claim that its autopilot system is designed for use at highway speeds, the autopilot system is unable to reliably detect stationary objects such as disabled vehicles or other foreseeable roadway hazards, posing an inordinately high risk of high-speed collisions, severe injury, and death both to Tesla's passengers and to the driving public.

4. Despite knowing that its autopilot upgrade cannot do what Tesla claims, Tesla continues to promote and sell the system to consumers at a substantial additional cost per vehicle.

5. Hudson relied on Tesla's numerous claims and representations about its autopilot system and, in doing so, suffered severe personal injuries when the autopilot system in his Model S failed.

THE PARTIES

6. At all times material hereto, Hudson is a Florida resident, citizen, and domiciliary who lives in Winter Garden, Florida.

7. At all times material hereto, Tesla, Inc. is a Delaware corporation with its principal place of business located in Palo Alto, California.

8. Tesla, Inc. is registered with and authorized by the Florida Department of State to do business in Florida.

9. Tesla, Inc. may be served with process through its in-state registered agent, C T Corporation System, at 1200 South Pine Island Road, Plantation, FL 33324.

10. Tesla is engaged in the business of and derives substantial profit from designing, engineering, manufacturing, producing, servicing, marketing, and selling electric motor vehicles and components and systems for electric motor vehicles.

11. At all times material hereto, Mr. Gonzalez-Bustamante is a Florida resident, citizen, and domiciliary who lives in Miami, Florida.

JURISDICTION & VENUE

12. This is an action to recover damages in excess of \$15,000, exclusive of fees, costs, and interest.

13. This Court is authorized to exercise personal jurisdiction over Tesla, Inc. pursuant to the Florida Long-Arm Statute, Fla. Stat. §§ 48.193(1)(a)(1), (1)(a)(2), and (1)(a)(6), because the causes of action stated herein arise out of Tesla, Inc.:

- a. Operating, conducting, engaging in, or carrying on a business or business venture in Florida or having an office or agency in Florida;
- b. Committing a tortious act within Florida; or
- c. Causing injury to persons or property within Florida arising out of an act or omission committed outside Florida where, at or about the time of the injury, either (i) Tesla, Inc. was engaged in solicitation or service activities within Florida, or (ii) products, materials, or things processed, serviced, or manufactured by Tesla, Inc. anywhere were used or consumed in Florida in the ordinary course of commerce, trade, or use.

14. This Court is authorized to exercise personal jurisdiction over Tesla, Inc. pursuant to the Florida Long-Arm Statute, Fla. Stat. § 48.193(2), because Tesla, Inc. is engaged in substantial and not isolated activity within Florida.

15. This Court is authorized to exercise personal jurisdiction over Tesla, Inc. because Tesla, Inc. enjoys such numerous, continuous, significant, and systematic contacts with Florida that Tesla, Inc. may fairly be regarded as at home in Florida.

16. This Court is authorized to exercise personal jurisdiction over Mr. Gonzalez-Bustamante because Mr. Gonzalez-Bustamante is a Florida citizen and resident who is otherwise at home in Florida.

17. Venue is proper in this Court because Hudson resides in Orange County, Florida.

FACTS

18. In 2017, Hudson started shopping for a new car.
19. Hudson lives in Winter Garden, Florida, but works in Fort Pierce, Florida; as a result, Hudson commutes between Winter Garden and Fort Pierce for work.
20. Hudson's commute is approximately 125 miles and 2 hours in duration each way.
21. The vast majority of Hudson's commute takes place at highway speeds on Florida State Road 91, also known as Florida's Turnpike.
22. In his search for a new car, Hudson sought a vehicle that could alleviate the grueling and time-consuming nature of his daily commute.
23. Hudson saw numerous advertisements from Tesla promoting the ability of its vehicles to drive long distances on the highway with minimal user input or oversight.
24. Tesla's advertisements led Hudson to believe that a Tesla vehicle equipped with autopilot might be the solution to his commute he was looking for.
25. After reviewing Tesla's promotional materials for the 2017 Tesla Model S and its autopilot capabilities, Hudson visited a Tesla dealership in Orlando, Florida to investigate further.
26. At the dealership, Hudson met with one of Tesla's sales representatives.
27. Hudson advised the sales representative about his commute and inquired about the advertisements he had seen about Tesla's autopilot feature.
28. Tesla's sales representative confirmed that what Hudson saw was true: a consumer can purchase an autopilot upgrade with any Tesla vehicle that will allow the vehicle to drive itself from one point to another with minimal user input or oversight.
29. The sales representative continued to describe the sensors and radar in the vehicle that allow the vehicle to essentially drive itself, and confirmed that a Tesla vehicle equipped with

autopilot would be perfect for Hudson's daily commute between Winter Garden and Fort Pierce.

30. Tesla's sales representative advised Hudson on the numerous safety features and benefits of driving a Tesla vehicle equipped with autopilot, including the vehicle's ability to brake by itself and automatically avoid roadway hazards so as to prevent a collision.

31. Tesla's sales representative further advised Hudson that, in the event the vehicle detects a hazard, the autopilot system is designed to also alert passengers so that they could take control of the vehicle if necessary.

32. Tesla's sales representative reassured Hudson that all he needed to do as the "driver" of the vehicle is to occasionally place his hand on the steering wheel and that the vehicle would "do everything else."

33. Tesla's sales representative then took Hudson on a test drive on a local highway to demonstrate the autopilot feature.

34. During this test drive, the Tesla autopilot system worked as advertised.

35. Impressed, but still skeptical, Hudson requested and received a loaner vehicle equipped with autopilot so he could try it out on his own.

36. After a weekend of testing Tesla's autopilot feature, Hudson was convinced and ordered a 2017 Tesla Model S equipped with autopilot.

37. Hudson paid an additional \$5,000 for the autopilot upgrade.

38. Over the next year, Hudson drove his Model S over 98,000 miles, predominantly on Florida's Turnpike for his daily commute where he used the autopilot system frequently.

39. Tesla's autopilot system allowed Hudson to relax more during his lengthy commute.

40. As Hudson drove more, his trust in Tesla's autopilot system increased.

41. On the morning of October 12, 2018, Hudson was travelling southbound at

approximately 80 mph in the left lane on the following stretch of Florida's Turnpike near mile marker 159:



42. Like most mornings, Hudson engaged Tesla's autopilot feature and was relaxing during his commute, fully confident that the vehicle would "do everything else" just as Tesla promised.

43. Unbeknownst to Hudson, however, his Model S was rapidly approaching a disabled vehicle that had stalled in his lane of travel.

44. This vehicle was owned, operated, and negligently left on the roadway by Mr. Gonzalez-Bustamante.

45. Suddenly, and without any warning, Hudson's Model S crashed into Mr. Gonzalez-Bustamante's disabled vehicle. The entire front area of Hudson's Model S was destroyed as a result:



46. Hudson suffered severe permanent injuries as a result of the high-speed collision.

47. The autopilot feature in Hudson's Model S failed to detect Mr. Gonzalez-Bustamante's disabled vehicle in the roadway, despite Tesla's numerous representations to Hudson and the public that it could not only do just that, but avoid a collision in such a circumstance.

48. Had Hudson known that Tesla's autopilot system could not perform as advertised or would not warn him of upcoming roadway hazards, he would not have paid extra for the upgrade and would not have purchased the Model S in the first place.

49. Hudson was convinced into purchasing his Tesla Model S and into paying extra for Tesla's autopilot upgrade by Tesla's numerous and systematic representations that its autopilot system could drive the vehicle safely at highway speeds with minimal input and oversight from a user.

50. At all times material hereto, Tesla knows that its autopilot system does not work as promised and cannot reliably detect stationary objects located in the roadway, including disabled vehicles and other foreseeable hazards.

51. Notwithstanding, Tesla continues to tout its autopilot system as a technologically advanced safety feature that allows Tesla vehicles to safely transport passengers at highway speeds from one point to another, with the capability of avoiding common vehicular hazards.

CONDITIONS PRECEDENT

52. All conditions precedent have been satisfied or excused.

COUNT I—STRICT LIABILITY **(Against Tesla)**

53. Hudson re-alleges and incorporates Paragraphs 1 through 52 of this Complaint as if fully stated herein.

54. Tesla designed, manufactured, produced, distributed, and sold the Model S and the autopilot system that was installed on the Model S.

55. Tesla placed the Model S and the Model S's autopilot system into the stream of commerce.

56. The Model S and the Model S's autopilot system are defective in their design, manufacture, and warning,

57. The Model S's and Model S's autopilot system's defective condition rendered the Model S and the Model S's autopilot system unreasonably dangerous for their intended or reasonably foreseeable uses.

58. The risk of danger associated with designing, manufacturing, producing, distributing, and selling the Model S and the Model S's autopilot system in their defective conditions outweigh any real or perceived benefits.

59. At the time the Model S and the Model S's autopilot system were designed, manufactured, and sold, alternative designs existed that would have result in a safer and more useful product.

60. The Model S's and the Model S's autopilot system's defective conditions actually and proximately caused injury and damage to Hudson.

WHEREFORE, Plaintiff, Shawn Hudson, demands judgment against Defendant, Tesla, Inc., for all injuries, damages, costs, and interest available under controlling law.

COUNT II—NEGLIGENCE
(Against Tesla)

61. Hudson re-alleges and incorporates Paragraphs 1 through 52 of this Complaint as if fully stated herein.

62. Tesla designed, manufactured, produced, distributed, and sold the Model S and the autopilot system that was installed on the Model S.

63. Tesla placed the Model S and the Model S's autopilot system into the stream of commerce.

64. Tesla owed a duty of care to design, manufacture, produce, distribute, and sell the Model S and the Model S's autopilot system in a condition that was not defective and unreasonably dangerous.

65. Tesla owed a duty of care to adequately test, inspect, and ensure the quality of the Model S and the Model S's autopilot system prior to placing these products into the stream of commerce.

66. Tesla owed a duty of care to provide adequate warnings and instructions with the Model S and the Model S's autopilot system.

67. Tesla breached its duties of care.

68. Tesla's breaches actually and proximately caused injury and damage to Hudson.

WHEREFORE, Plaintiff, Shawn Hudson, demands judgment against Defendant, Tesla, Inc., for all injuries, damages, costs, and interest available under controlling law

**COUNT III—BREACH OF IMPLIED WARRANTY
OF FITNESS FOR A PARTICULAR PURPOSE
(Against Tesla)**

69. Hudson re-alleges and incorporates Paragraphs 1 through 52 of this Complaint as if fully stated herein.

70. Tesla designed, manufactured, produced, distributed, and sold the Model S and the autopilot system that was installed on the Model S.

71. Tesla placed the Model S and the Model S's autopilot system into the stream of commerce.

72. The Model S and the Model S's autopilot system are defective in their design, manufacture, and warning.

73. When Hudson purchased the Model S and the Model S's autopilot system from Tesla, Tesla had reason to know that Hudson was relying on Tesla for its skill or judgment to select or furnish suitable goods for the particular purpose(s) for which he purchased the Model S and the Model S's autopilot system.

74. The Model S's and Model S's autopilot system's defective condition rendered the Model S and the Model S's autopilot system unreasonably dangerous for their intended or reasonably foreseeable uses.

75. The Model S and the Model S's autopilot system were not fit for the particular purpose(s) for which they were sold.

76. Tesla therefore breached the implied warranty of fitness for a particular purpose.

77. Tesla's breach of the implied warranty of fitness for a particular purpose actually

and proximately caused injury and damage to Hudson.

WHEREFORE, Plaintiff, Shawn Hudson, demands judgment against Defendant, Tesla, Inc., for all injuries, damages, costs, and interest available under controlling law.

COUNT IV—MISREPRESENTATION
(Against Tesla)

78. Hudson re-alleges and incorporates Paragraphs 1 through 52 of this Complaint as if fully stated herein.

79. Tesla made false statements and representations to Hudson or made statements and representations to Hudson without regard to their truth or accuracy.

80. Tesla intended for Hudson to rely on Tesla's statements and representations.

81. Hudson did in fact rely on Tesla's statements and representations.

82. Hudson's reliance on Tesla's statements and representations was reasonable under the circumstances.

83. Hudson detrimentally changed his position due to Tesla's statements and representations.

84. Hudson suffered injury and damage as a result of relying on Tesla's statements and representations.

WHEREFORE, Plaintiff, Shawn Hudson, demands judgment against Defendant, Tesla, Inc., for all injuries, damages, costs, and interest available under controlling law.

COUNT V—MISLEADING ADVERTISING
(Against Tesla)

85. Hudson re-alleges and incorporates Paragraphs 1 through 52 of this Complaint as if fully stated herein.

86. Hudson brings this Count II pursuant to section 817.41, Florida Statutes.

87. Tesla made or disseminated or caused to be made or disseminated misleading

advertisements before the general public of the State of Florida, or any portion thereof.

88. Tesla made or disseminated or caused to be made or disseminated these misleading advertisements for the purpose of obtaining money or property under false pretenses.

89. Hudson reasonably relied on Tesla's misleading advertisements.

90. Hudson suffered injury and damage due to Tesla's misleading advertisements.

WHEREFORE, Plaintiff, Shawn Hudson, demands judgment against Defendant, Tesla, Inc., for all injuries, damages, attorney's fees, costs, and interest available under controlling law.

**COUNT VI—VIOLATION OF FLORIDA
DECEPTIVE AND UNFAIR TRADE PRACTICES ACT**
(Against Tesla)

91. Hudson re-alleges and incorporates Paragraphs 1 through 52 of this Complaint as if fully stated herein.

92. Hudson brings this Count III pursuant to the Florida Deceptive and Unfair Trade Practices Act, section 501.201, *et seq.*, Florida Statutes.

93. Hudson is a consumer.

94. Tesla engaged in a deceptive and unfair trade practice.

95. Tesla's deceptive and unfair trade practice caused actual damage to Hudson.

WHEREFORE, Plaintiff, Shawn Hudson, demands judgment against Defendant, Tesla, Inc., for all injuries, damages, attorney's fees, costs, and interest available under controlling law.

COUNT VII—NEGLIGENCE
(Against Mr. Gonzalez-Bustamante)

96. Hudson re-alleges and incorporates Paragraphs 1 through 52 of this Complaint as if fully stated herein.

97. Mr. Gonzalez-Bustamante owed a duty of care to properly remove his vehicle from the roadway when it became disabled.

98. Mr. Gonzalez-Bustamante breached his duty of care.

99. Mr. Gonzalez-Bustamante's breach actually and proximately caused damage and injury to Hudson.

WHEREFORE, Plaintiff, Shawn Hudson, demands judgment against Defendant, Oscar Enrique Gonzalez-Bustamante, for all injuries, damages, costs, and interest available under controlling law.

DEMAND FOR JURY TRIAL

Plaintiff, Shawn Hudson, hereby demands a jury trial on all issues so triable.

Dated: October 30, 2018

Respectfully submitted,

/s/ T. Michael Morgan

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