

IN THE CIRCUIT COURT OF THE 4TH JUDICIAL CIRCUIT IN AND FOR DUVAL
COUNTY

CASE NO.: 16-2024-CA-005949-AXXX-MA

WILLIAM GRULLON and
SHEILA FELICIANO as parents
and guardians of V.G, a minor,

Plaintiff,

vs.

BOMBARDIER RECREATIONAL
PRODUCTS INC., a foreign
corporation, and JACKSONVILLE
POWER SPORTS INC., a Florida
profit corporation.

Defendants.

PLAINTIFFS' AMENDED COMPLAINT

COMES NOW, Plaintiffs, WILLIAM GRULLON and SHEILA FELICIANO, as parents and legal guardians of V.G., a minor, by and through undersigned counsel, and hereby sues BOMBARDIER RECREATIONAL PRODUCTS INC., and JACKSONVILLE POWER SPORTS INC., (collectively, "Defendants"), and alleges as follows:

PARTIES, JURISDICTION AND VENUE

1. This is an action for damages which exceeds Fifty Thousand Dollars (\$50,000.00) exclusive of interest and costs, and otherwise within this Court's jurisdictional limits.
2. At all times material hereto, the Plaintiffs, GRULLON and FELICIANO, were residents of St. Augustine, FL, and are the parents and natural guardians of their 18-month-old daughter, V.G.

3. At all times material hereto, BOMBARDIER RECREATIONAL PRODUCTS INC., (hereinafter referred to as “BOMBARDIER”), is and was a Canadian Foreign Corporation organized under the laws of Canada and with its principal place of business in Canada.

4. At all times material hereto, Defendant, BOMBARDIER, is and was engaged in business activities in and around the State of Florida as well as in Duval and St. Johns Counties.

5. Defendant, BOMBARDIER is the manufacturer and/or seller and/or distributor of the SEADOO brand of personal watercraft.

6. Defendant, JACKSONVILLE POWER SPORTS, is an authorized seller and distributor of BOMBARDIER’s SEADOO personal watercraft.

7. At all times material hereto, BOMBARDIER is and was engaged in the business of researching, designing, testing, constructing, manufacturing, assembling, fabricating, promoting, marketing, selling, leasing, financing, inspecting, recalling, servicing, warranting, retrofitting, modifying, advertising, producing, and distributing motor vehicles, through retail distributors and dealers as new and used personal watercraft marketed under the SEADOO brand, including the subject 2024 SEADOO SWITCH, and each and every component thereof, which BOMBARDIER knew, or in the exercise of reasonable care should have known, would be used without inspection for defect in its parts, mechanisms or design, for use in Duval County, Florida and elsewhere.

8. At all times material hereto, JACKSONVILLE POWER SPORTS was and is a Florida Corporation doing business in Duval County, Florida at 10290 Atlantic Boulevard, St. Augustine, Florida, and was in the business of selling various recreational vessels and other products created by BOMBARDIER and placed the subject 2024 SEADOO SWITCH into the stream of commerce.

9. As a result of its continuous and systemic business activities in the State of Florida, BOMBARDIER is subject to the jurisdiction of the courts of the State of Florida.

10. Specifically, this Court has personal jurisdiction over BOMBARDIER pursuant to Fla. Stat. § 48.193 because BOMBARDIER has at all times relevant to this cause of action, through agents, officers, distributors, and/or representatives:

- a. Operated, conducted, engaged in, and/or carried on a business venture in Florida and, upon information and belief, has an office and/or agency in Florida;
- b. Committed tortious acts and omissions in Florida;
- c. Used, possessed, or held a mortgage or other lien on real property within Florida;
- d. Caused injury to a person within this state arising out of an act or omission by Defendant outside this state while Defendant was engaged in solicitation or service activities within this state and/or while products, materials, or things processed, serviced, or manufactured by the Defendant were used or consumed within this state in the ordinary course of commerce, trade, or use; and/or
- e. Engaged in substantial and not isolated activities within Florida by maintaining stores, offices, employees, distributors, and/or registered agents in Florida, selling products in Florida, advertising products in Florida, or entering into contracts in Florida.

11. Furthermore, BOMBARDIER has or usually keeps offices for the transaction of its customary business in Florida, pursuant to Fla. Stat. § 47.051.

12. Venue is proper in Duval County, Florida because: (1) Defendant, JACKSONVILLE POWER SPORTS, is located and conducts its business in Duval County,

Florida; and (2) Defendant, BOMBARDIER regularly transacts business and places vessels into the stream of commerce in Duval County, Florida.

13. All conditions precedent to bringing this action have been performed, occurred or demanding performance will be futile.

FACTS COMMON TO ALL COUNTS

14. In July of 2024, Plaintiffs, GRULLON and FELICIANO, purchased a SEADOO SWITCH made and manufactured by BOMBARDIER from JACKSONVILLE POWER SPORTS.

15. Plaintiffs, GRULLON, FELICIANO, and V.G. relied upon the representations from the Defendants that the subject 2024 SEADOO SWITCH was safe and reliable.

16. The subject SEADOO SWITCH was sold and marketed/advertised as a safe, reliable and seaworthy vessel, however, the subject SEADOO SWITCH was defective.

17. The Plaintiffs, GRULLON and FELICIANO, were users of the SEADOO SWITCH that was purchased from an authorized dealer as a new product, not used or owned before.

18. On August 25, 2024, the Plaintiffs, GRULLON and FELICIANO, were enjoying a day on the water with their 18-month-old daughter, V.G.

19. While approaching the boat ramp at Black Creek Marina in St. Augustine, FL, and during normal operation of the vessel in ordinary sea conditions, the SEADOO SWITCH suddenly and without warning flipped upside down.

20. As a result, all the passengers of the SEADOO SWITCH were ejected from the vessel.

21. Unfortunately, young V.G. was trapped underneath the overturned SEADOO SWITCH for an extended period of time, unable to breathe.

22. By the time rescuers were able to locate her and remove her from the water, V.G. had suffered a catastrophic anoxic brain injury.

23. At the time of the incident, the SEADOO SWITCH did not operate as it was intended to operate, notwithstanding Plaintiff's proper use of the vessel.

24. At the time of the incident, the SEADOO SWITCH unexpectedly overturned, despite being used as marketed and in conditions it was marketed as being able to withstand.

25. At all times relevant, the subject SEADOO SWITCH watercraft was prone to suddenly flipping, overturning, losing buoyancy, water shifting in the pontoons and rendering it unstable and/or unsafe, and otherwise becoming unseaworthy.

26. At the time of the incident, the SEADOO SWITCH failed in the abovementioned manner, causing V.G. to be trapped underneath the overturned vessel.

27. The catastrophic injuries sustained by V.G. in the collision were directly and proximately caused by the defective and negligent design, manufacture, distribution, and sale of the subject SEADOO SWITCH by the Defendants, which represented a foreseeable hazard to the vessel's occupants.

COUNT I
STRICT PRODUCTS LIABILITY BASED ON DESIGN DEFECT AGAINST
BOMBARDIER RECREATIONAL PRODUCTS, INC.

Plaintiff realleges and reasserts paragraphs 1-26 above as though set forth herein.

28. At all times material hereto, BOMBARDIER RECREATIONAL PRODUCTS INC., is and was engaged in the business of researching, designing, testing, constructing, manufacturing, assembling, fabricating, promoting, marketing, selling, leasing, financing, inspecting, recalling, servicing, warranting, retrofitting, modifying, advertising, producing, and distributing personal watercraft, through retail distributors and dealers, including the subject 2024 SEADOO SWITCH, and each and every component thereof, which BOMBARDIER knew, or in the exercise of reasonable care should have known, would be used without inspection for defect in its parts, mechanisms or design, for use.

29. At all times relevant, BOMBARDIER was aware that the design, assemblage, seaworthiness, and configuration of the subject SEADOO SWITCH was prone to failing, overturning, becoming inappropriately waterlogged, and otherwise becoming unseaworthy and unsafe.

30. At all times relevant, the design for the subject SEADOO SWITCH made the subject SEADOO SWITCH inherently dangerous to operate as intended, because the design of the watercraft rendered it unseaworthy and dangerous.

31. At all times relevant, BOMBARDIER knew before the incident, based on the design as well as prior incidents and complaints, that the watercraft was prone to suddenly flipping, overturning, losing buoyancy, water shifting in the pontoons and rendering it unstable and/or unsafe, and otherwise becoming unseaworthy, due to the defective design that rendered the SEADOO SWITCH inherently dangerous to operate and occupy.

32. As a direct and proximate cause of the above design defects, said design defects rendered the subject product unreasonably dangerous to use or occupy.

33. The Plaintiff, V.G., suffered catastrophic and permanent brain damage due to the subject design defects.

34. On August 25, 2024, as a direct and proximate result of the defective and unreasonably dangerous condition of the SEADOO SWITCH, under reasonably foreseeable operating conditions, the SEADOO SWITCH and/or its component parts malfunctioned.

35. The defects in the SEADOO SWITCH could not have been discovered through reasonable inspection by the Plaintiffs.

36. Further, the Plaintiffs did not know of the defects in the SEADOO SWITCH at the time and place of the incident, or at any time material hereto.

37. There is no warning on the subject SEADOO SWITCH due to language, placement and location that does meaningfully warn a foreseeable operator and/or user like Plaintiffs of the propensity of the SEADOO SWITCH to suddenly overturn and/or lose buoyancy and/or become unseaworthy, and BOMBARDIER equally failed to warn of the dangers and propensity of the defects in the SEADOO SWITCH. These defects in design and warning rendered the subject SEADOO SWITCH unreasonably dangerous for its intended use. The foregoing defective condition existed when the subject SEADOO SWITCH left BOMBARDIER's control.

38. Moreover, the SEADOO SWITCH had not been damaged prior to the incident and was in substantially the same condition at the time of the incident, including very minimal wear and tear, from the date of manufacture by BOMBARDIER.

39. At the time and place of the subject incident, and at the time and place of distribution and sale by BOMBARDIER, the subject SEADOO SWITCH was defective,

unreasonably dangerous, and unsafe for its foreseeable use. Due to the defective design of the subject SEADOO SWITCH, Plaintiff, V.G., suffered catastrophic bodily injuries. If not for the defective design of the subject SEADOO SWITCH, Plaintiff, V.G. would not have been violently ejected from the SEADOO SWITCH and pinned underneath it.

40. As a direct result of the matters alleged above, and because of the defects alleged in this Complaint, the Plaintiffs are entitled to rely upon the doctrine of strict liability in tort for recovery against BOMBARDIER.

41. As a direct and proximate result of the above acts and omissions, BOMBARDIER caused the occurrence made the basis of this action, the resulting injuries to Plaintiff, and Plaintiff's damages.

42. As a direct result of her injury, Plaintiff, V.G., has been forced to incur substantial medical bills; has suffered severe physical pain, mental suffering and anguish; has suffered permanent injury; and will be hindered from attending to her business and personal affairs.

43. As a direct result of the Defendant's negligence, Plaintiff, V.G., suffered losses, including but not limited to, bodily injury and resulting pain and suffering, disability disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment, aggravation or acceleration of pre-existing injury, loss of earnings and loss of ability to earn money. Plaintiffs, William Grullon and Sheila Feliciano, have suffered loss of filial consortium and other damages stemming from the injuries to their daughter, V.G. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

WHEREFORE, Plaintiffs demand judgment against Defendant, BOMBARDIER RECREATIONAL PRODUCTS INC., for damages, costs of this action, and other further and

equitable and legal relief as this Court may deem appropriate, along with a trial by jury on all issues so triable.

COUNT II
STRICT PRODUCTS LIABILITY AGAINST JACKSONVILLE POWER SPORTS
BASED ON INTRODUCING AN INHERENTLY DANGEROUS PRODUCT INTO THE
MARKET

Plaintiff realleges and reasserts paragraphs 1-26 above as though set forth herein.

44. At all times material hereto, JACKSONVILLE POWER SPORTS was a BOMBARDIER authorized agent, distributor or provider of BOMBARDIER's vessels, and is and was engaged in the business of introducing into the stream of commerce and warranting the fitness and marketability of the SEADOO SWITCH, and each and every component thereof, which JACKSONVILLE POWER SPORTS knew, or in the exercise of reasonable care should have known, would be used without inspection for defect in its parts, mechanisms or design, for use in Florida and elsewhere.

45. JACKSONVILLE POWER SPORTS promoted, marketed, sold, and warranted the SEADOO SWITCH, to be used by the public, including Plaintiffs.

46. The subject SEADOO SWITCH was defective and unreasonably dangerous at the time it left the possession and control of JACKSONVILLE POWER SPORTS, and at the time that it came into the possession of the Plaintiffs. The defective condition rendered the SEADOO SWITCH unreasonably dangerous to the Plaintiffs and the foreseeable users.

47. There is no warning on the subject SEADOO SWITCH due to language, placement and location that does meaningfully warn a foreseeable operator and/or user like Plaintiffs of the propensity of the SEADOO SWITCH to suddenly lose buoyancy, and/or for water to shift in the pontoons and/or overturn and/or become unseaworthy, and JACKSONVILLE POWER SPORTS

equally failed to warn of the dangers and propensity of the above issue. These defects in design and warning rendered the subject SEADOO SWITCH unreasonably dangerous for its intended use. The foregoing defective condition existed when the subject SEADOO SWITCH left JACKSONVILLE POWER SPORTS' control.

48. On August 25, 2024, as a direct and proximate result of the defective and unreasonably dangerous condition of the SEADOO SWITCH, under reasonably foreseeable operating conditions, the SEADOO SWITCH and/or its component parts malfunctioned, overturned, and pinned Plaintiff, V.G. under the SEADOO SWITCH and caused her catastrophic traumatic brain injury.

49. At the time and place of the subject incident, and at the time and place of distribution and sale by JACKSONVILLE POWER SPORTS, the subject SEADOO SWITCH was defective, unreasonably dangerous, and unsafe for its foreseeable use.

50. As a direct result of the matters alleged above, and because of the defects alleged in this Complaint, the Plaintiff is entitled to rely upon the doctrine of strict liability in tort for recovery against JACKSONVILLE POWER SPORTS.

51. As a direct and proximate result of the above acts and omissions, JACKSONVILLE POWER SPORTS caused the occurrence made the basis of this action, the resulting injuries to and the injuries to V.G..

52. As a direct result of her injury, Plaintiff has been forced to incur substantial medical bills; has suffered severe physical pain, mental suffering and anguish; has suffered permanent injury; and will be hindered from attending to her business and personal affairs.

53. As a direct result of the Defendant's negligence, Plaintiff, V.G., suffered losses, including but not limited to, bodily injury and resulting pain and suffering, disability

disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment, aggravation or acceleration of pre-existing injury, loss of earnings and loss of ability to earn money. Plaintiffs, William Grullon and Sheila Feliciano, have suffered loss of filial consortium and other damages stemming from the injuries to their daughter, V.G. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

WHEREFORE, Plaintiffs demand judgment against Defendant, JACKSONVILLE POWER SPORTS, INC., for damages, costs of this action, and other further and equitable and legal relief as this Court may deem appropriate, along with a trial by jury on all issues so triable.

COUNT III
NEGLIGENCE AGAINST BOMBARDIER RECREATIONAL PRODUCTS INC

Plaintiff realleges and reasserts paragraphs 1-26 above as though set forth herein.

54. At all times relevant, BOMBARDIER RECREATIONAL PRODUCTS INC., owed the purchasers and users of the subject SEADOO SWITCH a duty to use reasonable care in designing, manufacturing, constructing and distributing such watercraft to the public.

55. It was foreseeable to BOMBARDIER that if they designed, manufactured, constructed and distributed, defective and unreasonably dangerous watercraft, drivers and occupants of said vessels would be subjected to significant risk of severe personal injury. BOMBARDIER breached its duty of care and was negligent in, at least, the following acts and omissions:

- a. by designing, manufacturing, constructing and distributing vessels that were unsafe for their intended purposes under foreseeable circumstances;

b. by negligently causing to be placed in the stream of commerce, vessels that contain significant known hazards when they were used as they were intended;

c. by negligently and carelessly failing to reasonably inspect and test the vessels to discover defects in them;

d. by negligently and carelessly failing to warn users of these vessels of their defective and unreasonably dangerous condition when they were aware that such vessels constituted a significant safety hazard;

e. by negligently failing to reasonably train, inform, and assist dealers in the dangers associated with the vessels, including the limitations of its performance in real world conditions;

f. by negligently and carelessly advertising and marketing the vessels as a safe and stable personal watercraft suitable for marine use;

g. by negligently failing to notify consumers, as required by law, that a defect exists in their vessels that relates to public safety. Despite this unreasonably dangerous condition in the subject SEADOO SWITCH, BOMBARDIER failed to provide adequate warnings and instructions of the dangers of purchasing and using this vessels to all foreseeable users and owners including the Plaintiffs.

56. As a direct and proximate result of the above acts and omissions, BOMBARDIER caused the occurrence made the basis of this action, the resulting injuries to Plaintiff, and Plaintiff's damages.

57. As a direct result of her injury, Plaintiff has been forced to incur substantial medical bills; has suffered severe physical pain, mental suffering and anguish; has suffered permanent injury; and will be hindered from attending to her business and personal affairs.

58. As a direct result of the Defendant's negligence, Plaintiff, V.G., suffered losses, including but not limited to, bodily injury and resulting pain and suffering, disability disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment, aggravation or acceleration of pre-existing injury, loss of earnings and loss of ability to earn money. Plaintiffs, William Grullon and Sheila Feliciano, have suffered loss of filial consortium and other damages stemming from the injuries to their daughter, V.G. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

WHEREFORE, Plaintiffs demand judgment against Defendant, BOMBARDIER RECREATIONAL PRODUCTS INC., for damages, costs of this action, and other further and equitable and legal relief as this Court may deem appropriate, along with a trial by jury on all issues so triable.

COUNT IV
NEGLIGENCE AGAINST JACKSONVILLE POWER SPORTS

Plaintiff realleges and reasserts paragraphs 1-26 above as though set forth herein.

59. At all times relevant, JACKSONVILLE POWER SPORTS owed the purchasers and users of the subject SEADOO SWITCH a duty to use reasonable care in distributing and selling such vessels to the public.

60. It was foreseeable to JACKSONVILLE POWER SPORTS that if they distributed and sold defective and unreasonably dangerous vessels, occupants of said vessels would be subjected to significant risk of severe personal injury. JACKSONVILLE POWER SPORTS breached its duty of care and was negligent in, at least, the following acts and omissions:

- a) by distributing and selling vessels that were unsafe for their intended purposes under foreseeable circumstances;
- b) by negligently causing to be placed in the stream of commerce, vessels that contain significant known hazards when they were used as they were intended;
- c) by negligently and carelessly failing to reasonably inspect and test the vessels to discover defects in them;
- d) by negligently and carelessly failing to warn users of these vessels of their defective and unreasonably dangerous condition when they were aware that such vehicles constituted a significant safety hazard;
- e) by negligently and carelessly advertising and marketing the vessels as a safe and stable marine vessel;
- f) by negligently failing to notify consumers, as required by law, that a defect exists in their vessels that relates to public safety. Despite this unreasonably dangerous condition in the subject SEADOO SWITCH, vessels failed to provide adequate warnings and instructions of the dangers of purchasing and using this vehicle to all foreseeable users and owners including the Plaintiff.

61. As a direct and proximate result of the above acts and omissions, vessels caused the occurrence made the basis of this action, the resulting injuries to Plaintiff, and Plaintiff's damages.

62. As a direct result of her injury, Plaintiff has been forced to incur substantial medical bills; has suffered severe physical pain, mental suffering and anguish; has suffered permanent injury; and will be hindered from attending to her business and personal affairs.

63. As a direct result of the Defendant's negligence, Plaintiff, V.G., suffered losses, including but not limited to, bodily injury and resulting pain and suffering, disability disfigurement, mental anguish, loss of capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment, aggravation or acceleration of pre-existing injury, loss of earnings and loss of ability to earn money. Plaintiffs, William Grullon and Sheila Feliciano, have suffered loss of filial consortium and other damages stemming from the injuries to their daughter, V.G. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

WHEREFORE, Plaintiffs demand judgment against Defendant, JACKSONVILLE POWER SPORTS INC., for damages, costs of this action, and other further and equitable and legal relief as this Court may deem appropriate, along with a trial by jury on all issues so triable.

JURY DEMAND

Plaintiffs demand a trial by jury of all issues so triable.

DATED this 14 day of November 2024.

Respectfully submitted,

GOLDBERG & ROSEN, P.A.

Attorneys for Plaintiff(s)

2 South Biscayne Blvd, Suite 3650

Miami, Florida 33131

Tel: (305) 374-4200 / Fax: (305) 374-8024

/s Mustafa Dandashly

By:

Judd G. Rosen, Esq., Fl. Bar No.: 0458953
Mustafa H. Dandashly, Esq., Fl. Bar No. 118159
Email: pleadings@goldbergrandrosen.com (primary)
Secondary: mhdteam@goldbergrandrosen.com
mdandashly@goldbergrandrosen.com;