

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

**SUMMONS**

JOHANNA FURTADO for RYAN FURTADO, (deceased),  <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">-against-</p> PELOTON INTERACTIVE INC., D/B/A PELOTON,  <p style="text-align: center;">Defendants.</p>	Index No.: Date Purchased/Filed:  Plaintiff designates KINGS County as the place of trial.  <b>The basis of the venue is:</b> Plaintiff's Residence at time of death  <b>Plaintiff resides at:</b> <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> Brooklyn, New York 11201
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To the above-named defendants,

**YOU ARE HEREBY SUMMONED** to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney within 30 days after the service of this summons, exclusive of the day of service; and in case of your failure to appear or answer judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York  
March 10, 2023

/s/ Gennady Voldz  
Gennady Voldz,  
MORGAN & MORGAN NY PLLC  
350 Fifth Avenue, Suite 6705  
New York, New York 10018  
(212) 738-6299

**Defendant's addresses:**

PELOTON INTERACTIVE, INC.  
C/O CORPORATION SERVICE COMPANY  
80 State Street  
Albany, NY 12207-2543

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

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JOHANNA FURTADO for RYAN FURTADO (deceased),

Plaintiff,

-against-

**COMPLAINT**

PELOTON INTERACTIVE INC., d/b/a PELOTON,

Defendant.  
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Plaintiff, JOHANNA FURTADO, by and through her attorneys, Morgan & Morgan NY PLLC, as and for her Verified Complaint against the Defendant, PELOTON INTERACTIVE INC. d/b/a PELOTON, allege the following upon information and belief:

**NATURE OF THE CASE**

1. Plaintiff JOHANNA FURTADO (referred to hereinafter as “Plaintiff” or “Johanna”) for RYAN FURTADO, deceased, (hereinafter as “Ryan”) brings his action against Defendant, PELOTON INTERACTIVE INC. d/b/a PELOTON (referred to hereinafter as “Defendant” or “PELOTON”).

2. At all times herein relevant, Ryan was a resident of Kings County, New York, and is *sui juris*.

3. At all times herein relevant, PELOTON was regularly doing business within the State of New York, and has sold, marketed, inspected, installed, and serviced its products within the State of New York.

4. At all times herein relevant, PELOTON was and is a foreign business corporation, organized under the laws of the State of Delaware, under File Number 5711910, with its principal place of business at 125 West 25<sup>th</sup> Street 11<sup>th</sup> Floor, New York, NY 10001.

5. PELOTON can be served via the name and address designated for service of process, Corporation Service Company, 80 State Street, Albany, NY 12207-2543.

6. PELOTON was at all times material hereto in the business of distributing, marketing, importing, inspecting, maintaining, servicing, and selling Peloton Bikes (hereinafter “Bike(s)”) including the Bike involved in this action—Peloton Bike + Model: PL-02 bearing Serial number: TABCCS2104272205, with an attached tablet bearing Serial number: PLTN-TTR01 (hereinafter the “Subject Bike”)

7. PELOTON regularly solicits business or engages in other persistent course of conduct and derives substantial revenue from the goods used or services rendered to persons in and from the State of New York.

8. PELOTON expects and should reasonably expect its acts to have consequences in New York and derives substantial revenue from commerce with citizens and residents of the state of New York, as well as from interstate commerce.

9. PELOTON regularly transacts business with citizens and residents of the state of New York and contracts to supply its goods and services to the state of New York. Indeed, the sales documents to recognize that he is a resident of New York.

10. PELOTON owns, uses, and possesses real property situated in the state of New York.

11. PELOTON expects and should reasonably expect their acts to have consequences in their principal state of business and derives substantial revenue from commerce within the state of New York.

12. PELOTON regularly transacts business within the state of New York and contracts to supply its goods and services in the state of New York.

13. Jurisdiction and venue are proper in this Honorable Court.

**FACTUAL ALLEGATIONS**

14. Plaintiff, who is the mother of Ryan, files this Verified Complaint which arises out of the death her son following a “Core” workout using the Subject Bike on January 13, 2022, at his residence in Brooklyn, New York.

15. The Subject Bike is defective and unreasonably dangerous in design, instruction, and warning.

16. PELOTON sold the Subject Bike to Ryan in a defective and unreasonably dangerous condition.

17. In July 2021, Ryan purchased and received the Subject Bike from PELOTON. It was delivered and setup by PELOTON and/or its agent.

18. On January 13, 2022, Ryan was completing a “Core” workout on the Subject Bike. The workout requires riders to disembark the bike to conduct exercises on the floor. Ryan disembarked the bike and conducted the floor exercises. When rising from those exercises, Ryan used the bike to assist him in getting up. The bike spun around and impacted him on his neck and face severing his carotid artery in his neck killing him instantly. Ryan was found by the New York Police Department with the Subject bike still resting on his neck and face.

**AS AND FOR FIRST CAUSE OF ACTION:  
STRICT LIABILITY OF DEFENDANT PELOTON**

19. Plaintiff repeats, reiterates, realleges, and incorporates by reference the allegations in the paragraphs 1-16 set forth above, as though each was fully set forth herein.

20. Defendant PELOTON is in the business of distributing, marketing, importing, inspecting, maintaining, servicing, and selling Peloton Bikes.

21. Defendant PELOTON distributed, marketed, imported, inspected, maintained,

serviced, sold, and/or ultimately placed the Subject Bike directly into New York's stream of commerce by marketing and selling to consumers via retail showrooms and online at www.onepeloton.com.

22. The Subject Bike was expected to and was encountered by consumers, including Plaintiff, without substantial change in the condition in which it was tested, inspected, marketed, distributed, sold, and supplied by Defendant PELOTON.

23. The Subject Bike was distributed, sold, and/or supplied by Defendant PELOTON in a defective and unreasonably dangerous condition.

24. The Subject Bike was in a defective and unreasonably dangerous condition at the time of the Incident by reason of defects in its warnings in that:

- (a) The Subject Bike had a defect in its warning – By and through the trainer on the workout instructing the user to use the Bike for stretching which rendered the Subject Bike unreasonably dangerous under foreseeable circumstances through users applying pressure on the Bike in a pulling and pushing fashion causing the Bike to destabilize and fall, and further the foreseeable misuse that people would also use the Subject Bike to pull themselves up from the floor during a workout increasing an unknown risk of injury to the user, such as the case with Ryan.
- (b) The Subject Bike was defective due to the Defendant's failure to test and/or adequately inspect the Subject Bike warnings to ensure that it was reasonably safe and suitable for its intended purpose and use so as to ensure that it was not unreasonably dangerous under foreseeable circumstances – including the risk of related personal injury from continuously stretching on the bike during workouts, causing the Bike to destabilize and fall, causing injury to the user.
- (c) The Subject Bike was sold without adequate warnings to owners and foreseeable users of the unreasonably dangerous and defective conditions, despite the fact that Defendant PELOTON knew or in the exercise of reasonable care should have known of the unreasonably dangerous and defective condition – there is only one warning label on the Subject Bike located on the front, right, leg when there should have been more labels attached to the stem and base to adequately warn the user of injury that could occur if the Subject Bike is used to pull oneself up from the floor during a workout.
- (d) The Subject Bike was not reasonably fit, suitable, or safe for its intended or represented purpose.

- (e) The Subject Bike was unreasonably dangerous beyond the reasonable consumer's expectation.
- (f) The Subject Bike was unreasonably dangerous in its manufacturing and design and the risks of such dangers substantially outweighed any benefit or utility of its design.

25. Based upon information and belief, the Subject Bike was wrongfully distributed, marketed, imported, inspected, maintained, serviced, and sold by Defendant PELOTON such that the Subject Bike was ultimately placed into the stream of commerce as a result of the wrongful acts committed by Defendant PELOTON's officers, employees, representatives and/or agents while the Subject Bike was in a defective and/or unreasonably dangerous condition.

26. Further, the Subject Bike was tested, inspected, serviced, assembled, sold and/or marketed by Defendant PELOTON, their officers, agents, employees, or representatives in a manner which breached express and/or implied warranties of merchantability and/or fitness for a particular purpose.

27. Defendant PELOTON's conduct was reckless and exhibited a general disregard for the safety of its products' users and other consumers, including Plaintiff's. Such recklessness and willful disregard for safety constitutes a proximate, legal cause of Plaintiff's damages.

28. At all times material hereto, the Subject Bike was used for a purpose for which it was designed and manufactured.

29. At all times material hereto, the Subject Bike was used in a foreseeable manner.

30. At all times material hereto, Defendant PELOTON knew or in the exercise of reasonable care should have known of the risk of personal injury associated with from continuously stretching on the bike during workouts, causing the Subject Bike to destabilize and fall, causing injury to the user.

31. Each of the wrongful acts and omissions of Defendant PELOTON as stated above constituted a proximate cause of the injuries and damages suffered by Plaintiff.

32. As a direct and proximate result of the foregoing conduct of PELOTON, Ryan was killed.

33. Defendant's conduct, including all remedies allowed at law, general and special, including but not limited to the following elements of damages:

- (a) Funeral and burial expenses;
- (b) Reasonable health care expenses related to the deceased person's final injury;
- (c) Any financial support the deceased would have contributed to the family;
- (d) The value of support and services the deceased would have provided to the family;
- (e) Survivor's lost inheritance;
- (f) Conscious pain and suffering endured by the deceased due to the final injury; and
- (g) Interest on the damages award, calculated from the date of death.

34. As a result of the foregoing, Plaintiff, JOHANNA FURTADO, demands judgment against the Defendant in amounts commensurate with the injuries and damages sustained herein, altogether with the costs and disbursements of this action, in an amount that exceeds the jurisdictional limits of all lower courts.

35. The limitations on liability set forth in CPLR Article 16 do not apply herein; one or more of the exemptions set forth in CPLR Section 102 applies.

**AS AND FOR A SECOND CAUSE OF ACTION:**  
**NEGLIGENCE OF DEFENDANT PELOTON**

36. Plaintiff repeats, reiterates, realleges, and incorporates by reference the allegations in the paragraphs set forth above in paragraph 1-16, as though each was fully set forth herein.

37. Prior to July 2021, Defendant PELOTON tested, inspected, marketed, distributed, imported, sold, and/or supplied the Subject Bike, such that it foreseeably reached the general public as ultimate consumers- including Plaintiff RYAN FURTADO.

38. Defendant PELOTON had a duty to exercise reasonable care to test, inspect, service, sell, supply, and market the Subject Bike so that it was reasonably safe when utilized in an intended, reasonably anticipated, and reasonably foreseeable manner, so as not to subject users and consumers to an unreasonable risk of harm.

39. At the time Defendant PELOTON tested, marketed, inspected, imported, distributed, and/or sold the Subject Bike, it had a duty to exercise reasonable care so as to provide a safe product and to test, inspect, market, distribute and sell the product so as not to subject users and consumers to an unreasonable risk of injury.

40. Further, Defendant PELOTON has a duty to foreseeable consumers and users of the Subject Bike, including Ryan Furtado to use the same degree of care, diligence, and skill in testing, inspecting, maintaining, marketing, and selling the Subject Bike as other similar entities would have exercised.

41. Defendant PELOTON breached its duty of care to consumers, including Ryan Furtado, by:

- (a) Marketing, selling, and supplying the Subject Bike in an unreasonably dangerous condition – without adequate warnings.
- (b) Failing to update the warnings on the Subject Bike.
- (c) Failing to test and/or adequately inspect the Subject Bike to ensure that it was reasonably safe and suitable for its intended purpose and use so as to ensure that it was not unreasonably dangerous under foreseeable circumstances- including the risk of tipping over and falling on a user.
- (d) Failing to warn owners and foreseeable users, including Ryan Furtado of the unreasonably dangerous and defective condition, despite the fact that Defendant knew or in the exercise of reasonable care should have known of the unreasonably dangerous and defective condition - that could occur if the bike was used as a brace.



- (e) Failing to warn of the chance of the Subject Bike tipping over when used as a brace to rise or go down.
- (f) Selling and supplying the Subject Bike was unreasonably dangerous beyond the reasonable consumer's expectation.
- (g) Failing to use the degree of care, diligence, and skill as other similar Bike manufacturers in that it failed to conduct adequate testing, updates, or warn about the unreasonably dangerous and defective condition of the Subject Bike that could and would have prevented Ryan Furtado's injuries without impairing the usefulness, practicality, or desirability of the Subject Bike.

42. Based upon information and belief, the Subject Bike was negligently and wrongfully designed, developed, tested, manufactured, engineered, distributed, marketed and sold by Defendant PELOTON such that the Subject Bike was ultimately placed into the New York stream of commerce as a result of the wrongful acts committed by PELOTON's officers, employees, representatives and/or agents while the Subject Bike was in a defective and/or unreasonably dangerous condition.

43. At all times material hereto, the Subject Bike was used and employed for the purpose for which it was designed and manufactured.

44. At all times material hereto, the Subject Bike was used in a foreseeable manner.

45. At all times material hereto, Defendant PELOTON knew or in the exercise of reasonable care should have known of the risks associated with the use of the Subject Bike prior to the marketing and sale of same.

46. Each of the wrongful acts and omissions of Defendant PELOTON as stated above constituted a proximate cause of the injuries and damages suffered by Plaintiff.

47. At all times material hereto, Defendant PELOTON knew or in the exercise of reasonable care should have known of the risks associated with the use and operation of the Subject Bike prior to the production and marketing of same.

48. At all times hereto, Defendant PELOTON represented that the Subject Bike could

be safely used and would be fit for the ordinary purposes for which it was purchased.

49. As a direct and proximate result of foregoing conduct of Defendant PELOTON, Ryan Furtado suffered a fatal injury.

50. As a result of the foregoing, Plaintiff, Johana Furtado, demands judgment against the Defendant in amounts commensurate with the injuries and damages sustained herein, altogether with the costs and disbursements of this action, in an amount that exceeds the jurisdictional limits of all lower courts.

51. The limitations on liability set forth in CPLR Article 16 do not apply herein; one or more of the exemptions set forth in CPLR Section 102 applies.

**WHEREFORE** Plaintiff Johanna Furtado demands judgment against Defendants PELOTON on each and every cause of action set forth herein for the following, in an amount which exceeds the monetary jurisdictional limits of all lower New York State Courts for:

- i. Compensatory damages in excess of the jurisdictional amount, including, but not limited to, pain, suffering, emotional distress, loss of enjoyment of life, and other non-economic damages in an amount to be determined at trial of this action;
- ii. Medical expenses and other economic damages, including also, but not limited to, the cost of all past and future medical and psychiatric care, in an amount to be determined at trial of this action;
- iii. costs and disbursements; and
- iv. Such other and further relief as this Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff demands a jury trial on all issues so triable.

Dated: New York, New York  
March 10, 2023

Respectfully Submitted,

/s/ Gennady Voldz  
GENNADY VOLDZ  
MORGAN & MORGAN NY PLLC  
350 Fifth Avenue, Suite 6705  
New York, New York 10018  
(917) 344-7035

**ATTORNEY VERIFICATION**

**GENNADY VOLDZ**, an attorney duly licensed to practice in the courts of the State of New York, hereby affirms the following under penalties of perjury:

That I am associated with the law firm of **MORGAN & MORGAN NY, PLLC** attorneys for the plaintiff in the within action; that I have read the foregoing **SUMMONS AND VERIFIED COMPLAINT** and know the contents thereof; and that the same is true to my own knowledge, except as to the matters therein alleged to be on information and belief, and as to those matters, I believe them to be true. The reason this Verification is made by me and not by the plaintiff is that said plaintiff resides outside of the County in which the Affirmant's office is located.

The grounds of my belief as to all matters stated upon my own knowledge are as follows: the records, reports, contracts, and/or documents contained in the plaintiff's file.

/s/ Gennady Voldz  
**GENNADY VOLDZ, ESQ.**  
**MORGAN & MORGAN**

Affirmed: March 10, 2023  
New York, NY 10018