

United States
Corporation
Agents, Inc.

SERVICE OF PROCESS ACCEPTANCE FORM

ACCEPTED BY: <i>Desiree R.</i>		
LOCATION: AUSTIN	DATE: <i>9-3-21</i>	TIME: <i>1:17pm</i>

NAME OF COMPANY BEING SERVED:	<i>JW Batteries LLC</i>		
SERVER'S NAME:	<i>Corin (Sparre) Johnson</i>		
SERVER'S ADDRESS:	<i>500 E. 4th St.</i>	City: <i>Austin</i>	State: <i>Tx.</i> Zip: <i>78701</i>
SERVER'S PHONE/EMAIL:	Telephone #: <i>512-522-5625</i>	Email Address: <i>inab@spasawhinson</i>	

SERVER'S ACKNOWLEDGMENT

I confirm serving documents to *United States Corporation Agents, Inc.* who is the Registered Agent for the company being served.

[Signature]

Server's Signature

9-3-21

Date

[Signature]

Acceptor's Signature

9/3/21

Date

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of California

FUTURE MOTION, INC., a Delaware Corporation,

Plaintiff(s)

v.

JW BATTERIES LLC, a Texas Company,

Defendant(s)

Civil Action No. 3:21-cv-06771 EMC

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) JW BATTERIES LLC, a Texas Company
9900 Spectrum Drive
Austin, Texas 78717

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

David J. Miclean (SBN 115098)
MICLEAN GLEASON LLP
1301 Shoreway Road, Suite 290
Belmont, California 94002

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Date: 09/01/2021



CLERK OF COURT
Susan Y. Soong

[Signature]

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. 5:21-cv-06771 EMC

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for (name of individual and title, if any) _____
was received by me on (date) _____.

☐ I personally served the summons on the individual at (place) _____
on (date) _____; or

☐ I left the summons at the individual's residence or usual place of abode with (name) _____
_____, a person of suitable age and discretion who resides there,
on (date) _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on (name of individual) _____, who is
designated by law to accept service of process on behalf of (name of organization) _____
on (date) _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other (specify): _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

1 DAVID J. MICLEAN (SBN 115098)
2 dmiclean@micleangleason.com
3 MICLEAN GLEASON LLP
4 1301 Shoreway Road, Suite 290
5 Belmont, CA 94002
6 Telephone: (650) 684-1181

7 SHAWN J. KOLITCH (*Pro Hac Vice Pending*)
8 E-mail: shawn@kolitchromano.com
9 Oregon State Bar No. 063980
10 KOLITCH ROMANO LLP
11 520 SW Yamhill Street, Suite 200
12 Portland, OR 97204
13 Telephone: (503) 994-1650
14 Facsimile: (971) 279-4549

15 Attorneys for Plaintiff
16 FUTURE MOTION, INC.

17 UNITED STATES DISTRICT COURT

18 NORTHERN DISTRICT OF CALIFORNIA

19 FUTURE MOTION, INC., a Delaware
20 Corporation,

21 Plaintiff,

22 v.

23 JW BATTERIES LLC, a Texas Company,

24 Defendant.

Case No.

ORIGINAL COMPLAINT FOR:

- (1) CIRCUMVENTION OF A
TECHNOLOGICAL MEASURE
UNDER 17 U.S.C. § 1201;
(2) VIOLATION OF THE
COMPUTER FRAUD AND
ABUSE ACT UNDER 18 U.S.C. §
1030;
(3) FALSE DESIGNATION OF
ORIGIN UNDER 15 U.S.C §
1125(a)

JURY TRIAL DEMANDED

1 Plaintiff Future Motion, Inc. ("Future Motion" or "Plaintiff") alleges, based on
2 actual knowledge with respect to Future Motion and Future Motion's acts, and based on
3 information and belief with respect to all other matters, against Defendant JW
4 BATTERIES LLC ("JW" or "Defendant") as follows:
5

6
7 **NATURE OF THE CASE**

8 This is a civil action for (1) circumventing a technological measure in violation of
9 the Digital Millennium Copyright Act, 17 U.S.C. §§ 1201 (a)-(b); (2) violation of the
10 Computer Fraud and Abuse Act, 18 U.S.C. § 1030; and (3) false designation under the
11 Lanham Act, 15 U.S.C. § 1125(a).
12

13
14 **THE PARTIES**

15 1. Plaintiff Future Motion, Inc. ("Plaintiff" or "Future Motion") is a Delaware
16 corporation with a principal place of business at 1201 Shaffer Road, Santa Cruz,
17 California 95060.
18

19 2. Defendant is a Texas company with a registered address at 9900 Spectrum
20 Drive, Austin, Texas 78717.
21

22 3. Defendant does business as "JW Batteries" at the website jwbatteries.com,
23 the YouTube channel <https://www.youtube.com/channel/UC4RogZp3soadWqebJzJJypw>,
24 the Facebook channel <https://www.facebook.com/jwbatteries/>, and a brick-and-mortar
25 store at 1430 Dragon Street, Suite 13, Dallas, Texas 75207.
26

27 **JURISDICTION AND VENUE**

28 4. This Court has subject matter jurisdiction over the claims arising under the
Digital Millennium Copyright Act ("DMCA") pursuant to 28 U.S.C. §§ 1331 and 1338.

1 5. This Court has subject matter jurisdiction over the claims arising under the
2 Computer Fraud and Abuse Act ("CFAA") pursuant to 18 U.S.C. § 1030(g) and 28
3 U.S.C. § 1331.
4

5 6. This Court has subject matter jurisdiction over the claims arising under the
6 Lanham Act pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338.
7

8 7. Defendant is subject to personal jurisdiction by this Court because
9 Defendant advertises and sells its products and services to customers within this district,
10 including the products and services at issue in this action. By committing the purposeful
11 act of injecting its products into the nationwide stream of commerce through the e-
12 commerce website jwbatteries.com, including to customers within this district, Defendant
13 reasonably knew or expected that it could be haled into court within this district.
14 Accordingly, the exercise of personal jurisdiction over Defendant comports with the laws
15 of this State and the constitutional requirements of due process.
16

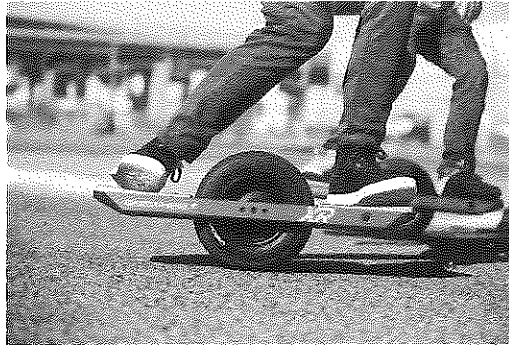
17 8. Venue is proper in this Court under 28 U.S.C. §§ 1391(c)(2) and (c)(3)
18 because a substantial part of the events or omissions giving rise to Future Motion's
19 claims occurred in this district, and because Defendant is subject to the Court's personal
20 jurisdiction with respect to the present action.
21

22 **FACTUAL ALLEGATIONS**

23 **A. Plaintiff Future Motion**

24 9. Future Motion markets, offers for sale and sells throughout the United
25 States and around the world the ONEWHEEL® line of self-balancing electronically
26 motorized skateboards, along with related accessories, replacement parts, and
27
28

1 merchandise, and operates an online retail store featuring the aforementioned goods at
2 <https://onewheel.com>. An example of a user riding one of Future Motion's Onewheel
3 products is shown in the photo below:
4



5
6
7
8
9
10
11
12 10. Future Motion has expended significant time and resources developing and
13 marketing its products, as well as protecting its intellectual property rights relating to the
14 products.
15

16
17 11. Future Motion has developed computer code, which resides in processors
18 incorporated in the Onewheel skateboards, to control various functions and safety
19 features of its self-balancing skateboards, for instance by monitoring the status of the
20 skateboard and causing it to slow down or stop if it approaches an unsafe operating
21 condition.
22

23
24 12. Several of the important safety features of Future Motion's Onewheel
25 skateboards result from communications between the battery management system
26 processor ("BMS"), which monitors the status of the skateboard battery, and the main
27 controller of the skateboard. If the controller receives information from the BMS
28 indicating that the battery is approaching an unsafe state, the controller is programmed to
take action to avoid potential rider injury.

1 13. For example, if the controller receives information from the BMS
2 indicating that the battery is approaching its maximum power output, the controller
3 prevents additional power from being drawn, to avoid exceeding the battery's safe power
4 output capability.
5

6 14. As another example, if the controller receives information from the BMS
7 indicating that the battery is approaching a very low state of charge, the controller
8 provides "pushback" that raises the nose of the board, essentially forcing the skateboard
9 to slow to a stop, and signaling to the rider to recharge the battery before resuming use of
10 the skateboard.
11

12 15. The Future Motion BMS sends additional information to the controller that
13 affects rider safety. This includes, for example, information regarding the electric current
14 drawn from the battery, which can lead to excessive battery heat if the current is allowed
15 to exceed the safe limits of the battery.
16

17 16. On all of Future Motion's current Onewheel products, the controller is
18 programmed not to allow the skateboard motor to operate unless the processor receives
19 information from the BMS indicating that the battery is in a safe riding condition.
20 Therefore, in the absence of circumvention of Future Motion's technology measures,
21 batteries with cells disposed too densely, and batteries reaching an unsafe power
22 condition, will not function with Onewheel skateboards due to the risk of a battery fire.
23

24 17. Similarly, a battery approaching an extremely high power draw or an
25 extremely low state of charge will cause pushback to avoid rider injury that could result
26
27
28

1 in the absence of these safeguards, for instance if the skateboard motor were able to shut
2 down suddenly rather than gradually or under the user's control.

3
4 18. The required communication from the Onewheel BMS to the Onewheel
5 controller functions as a technological measure that controls access to the copyrighted
6 software that resides on the controller (and that controls the skateboard), by preventing
7 such access and control if the skateboard is modified without authorization into an unsafe
8 condition, such as with an unsafe or unsuitable battery.

9
10
11 19. The Onewheel controller is connected to the Internet through a smartphone
12 software application that is available to Onewheel users. The smartphone app monitors
13 the state of charge of the battery and reports it to the user, allows the user to tune the
14 riding characteristics of the motor, and sends various information, such as speed and
15 mileage information, to a remote server.

16
17
18 **B. Defendant's Activities**

19
20 20. Defendant is advertising and selling a computer processor chip (the
21 "JWFFM Chip") intended to circumvent the Future Motion safety and technological
22 measures described above. On information and belief, the "FFM" in "JWFFM" is an
23 abbreviation for "F*ck Future Motion," indicating Defendant's bad faith intentions
24 toward Future Motion.

25
26 21. Defendant offers and sells its JWFFM Chip to customers, including
27 customers in this judicial district, at least through its e-commerce website at
28 <https://jwbatteries.com/products/jwffm-chip-1>. Attached as Exhibit A is a copy of
Defendant's web page offering the JWFFM Chip for sale.

1 22. The JWFFM Chip is designed to be installed so that it intercepts
2 communications between the Onewheel BMS processor and the Onewheel controller, and
3 to circumvent Future Motion's technological control measures by both altering and
4 deleting information from the BMS that could otherwise indicate an unsafe riding
5 condition. In this manner, the JWFFM Chip allows unauthorized, aftermarket batteries to
6 access the Onewheel controller and to control the skateboard, regardless of whether the
7 battery meets Future Motion's safety requirements.
8
9
10

11 23. For example, the JWFFM Chip provides altered information to the
12 controller, to intentionally misinform the controller about the type of battery installed in
13 the product. This is extremely dangerous, because the controller is programmed to draw
14 power based on certain assumptions about the battery type. Therefore, the JWFFM Chip
15 could cause an unsafe amount of power to be drawn, causing battery overheating.
16
17

18 24. Defendant teaches customers how to install the JWFFM Chip in order to
19 circumvent Future Motion's technological measures, at least in a video on Defendant's
20 YouTube channel at <https://www.youtube.com/watch?v=kSWicH8hUfo&t=407s>.
21
22

23 25. Defendant also offers to install the JWFFM Chip in Onewheel skateboards
24 for customers. Exhibit A, p. 2 highlights a portion of Defendant's web page on which
25 Defendant offers to install the JWFFM Chip at its location in Dallas, Texas.

26 26. Also at least on its website at [https://jwbatteries.com/collections/onewheel-](https://jwbatteries.com/collections/onewheel-batteries)
27 [batteries](https://jwbatteries.com/collections/onewheel-batteries), Defendant offers Onewheel replacement batteries which, upon information and
28 belief, do not meet Future Motion's safety requirements, and which can only be used in

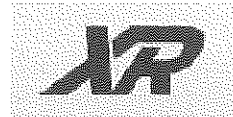
current Future Motion Onewheel skateboards in conjunction with Defendant's JWFFM Chip.

27. Defendant's JWFFM Chip poses a significant risk of injury or even death to both Onewheel users and other members of the public, (i) by increasing the likelihood of sudden and unexpected motor shutdown of the Onewheel skateboard while a user is riding the board, and (ii) by increasing the likelihood of a catastrophic battery fire that could damage or destroy not only the Onewheel board, but also nearby property, structures or wildlands.

28. In addition to its JWFFM Chip, Defendant offers "JWXR" stickers, at least through its website at <https://jwbatteries.com/collections/accessories/products/stickers>, which incorporate Future Motion's distinctive, stylized XR trademark, as shown below:



Defendant's Use of JWXR



Future Motion's XR Mark

29. Defendant's incorporation of Future Motion's stylized XR mark into its stickers creates the false impression that Defendant is affiliated with Future Motion, or that Future Motion sponsors or approved Defendant or its products.

30. Defendant's incorporation of Future Motion's stylized XR mark into its stickers also leads to post-sale confusion by consumers, because a third-party consumer seeing a Onewheel skateboard branded with Defendant's JWXR sticker would likely believe that Defendant is the source of the skateboard, or at least that Defendant is affiliated with, sponsored by, or approved by Future Motion, none of which is the case.

CLAIM 1 – CIRCUMVENTION OF A TECHNOLOGICAL MEASURE

UNDER 17 U.S.C. § 1201

31. Future Motion restates and incorporates by reference Paragraphs 1-30 as if fully set forth herein.

32. Future Motion's Onewheel skateboards each include a controller, which is a digital signal processor programmed with Future Motion's proprietary computer code that controls the electric motor of the skateboard.

33. Future Motion's controller code is owned by Future Motion, and is a work protected by the copyright laws of the United States.

34. The required electronic communications between the Future Motion BMS and the Future Motion controller effectively control access to the copyrighted controller code, by requiring the application of specific information to the controller by the BMS, to ensure that Future Motion's Onewheel skateboards can only be operated when connected to a battery that is safe to use with the product, and when the battery is in a safely usable condition.

35. By installing its JWFFM chip in Onewheel skateboards, Defendant is circumventing Future Motion's technological measures that effectively control access to the Onewheel controller code, by avoiding, bypassing, or otherwise impairing the technological measures, without Future Motion's authority and in violation of 17 U.S.C. § 1201(a)(1)(A).

36. Defendant is manufacturing, importing, offering to the public, providing, and/or otherwise trafficking in its JWFFM chip, which is primarily designed for the

1 purpose of circumventing Future Motion's technological measures that effectively
2 control access to the Onewheel controller code, by avoiding, bypassing, or otherwise
3 impairing the technological measures, and which has no other commercially significant
4 purpose, without Future Motion's authority and in violation of 17 U.S.C. §§
5 1201(a)(2)(A)-(B).
6

7
8 37. Defendant's actions in violation of 17 U.S.C. § 1201 have injured Future
9 Motion and are threatening further irreparable injury to Future Motion, by tarnishing
10 Future Motion's reputation, creating potential liability for property damage as well as for
11 injuries to customers and other members of the public, and reducing Future Motion's
12 revenue from authorized product sales and service.
13

14
15 38. Based on Defendant's actions in violation of 17 U.S.C. § 1201, Future
16 Motion is entitled to injunctive relief, damages, costs, and reasonable attorney's fees
17 pursuant to 17 U.S.C. § 1203.
18

19
20 **CLAIM 2 – VIOLATION OF THE COMPUTER FRAUD AND ABUSE ACT**

21 **UNDER 18 U.S.C. § 1030**

22
23 39. Future Motion restates and incorporates by reference Paragraphs 1-30 as if
24 fully set forth herein.

25 40. Future Motion's Onewheel skateboards each include a controller which
26 connects to the Internet through a smartphone and is used in interstate communication,
27 and which is therefore a "protected computer" for purposes of the Computer Fraud and
28 Abuse Act, 18 U.S.C. § 1830(e)(2).

1 41. Defendant has violated the Computer Fraud and Abuse Act, 18 U.S.C. §
2 1030(a)(5)(C), by intentionally accessing a protected computer without authorization, and
3 as a result of such conduct, causing damage and loss to Future Motion.
4

5 42. As described in more detail above, Defendant's JWFFM Chip circumvents
6 Future Motion's technological measures intended to safeguard access to its protected
7 Onewheel controller, by "spoofing" the controller into accepting altered and filtered BMS
8 data that does not reflect the true nature and state of the product battery. Defendant had
9 no authorization to access Future Motion's protected computers by providing them with
10 falsified BMS data.
11

12 43. On information and belief, Defendant's conduct in manufacturing, offering,
13 selling, installing, and/or otherwise providing its JWFFM Chip has caused economic loss
14 to Future Motion of at least \$5,000 in value during the 1-year period preceding the
15 commencement of this action, in violation of 18 U.S.C. § 1830(c)(4)(A)(i)(I).
16

17 44. On information and belief, Defendant's conduct in manufacturing, offering,
18 selling, installing, and/or otherwise providing its JWFFM Chip has caused a threat to
19 public health and safety by circumventing Future Motion's safety measures intended to
20 prevent sudden motor shutdown, user injury, and battery fires, in violation of 18 U.S.C. §
21 1830(c)(4)(A)(i)(IV).
22

23 45. Defendant's unlawful access to Future Motion's Onewheel controllers,
24 which includes providing the controllers with falsified BMS data, has caused Future
25 Motion irreparable injury. Unless restrained and enjoined, Defendant will continue to
26 commit such acts.
27
28

1 46. Based on Defendant's actions in violation of 18 U.S.C. § 1830(c)(4)(a)(i),
2 Future Motion is entitled to compensatory damages, injunctive relief, and/or other
3 equitable relief pursuant to 18 U.S.C. § 1830(g).
4

5 **CLAIM 3 – FALSE DESIGNATION OF ORIGIN**

6 **UNDER 15 U.S.C § 1125(a)**

7
8 47. Future Motion restates and incorporates by reference Paragraphs 1-30 as if
9 fully set forth herein.
10

11 48. Defendant's sale of JWXR stickers incorporating Future Motion's stylized
12 trademark XR constitutes a use in commerce of a word or symbol which is likely to cause
13 confusion among consumers or to deceive consumers as to the affiliation, connection, or
14 association of Defendant with Future Motion, or as to the origin, sponsorship, or approval
15 of Defendant's goods, services, or commercial activities by Future Motion.
16
17

18 49. Defendant's sale of JWXR stickers incorporating Future Motion's stylized
19 trademark XR is also likely to create confusion wherein consumers seeing a Future
20 Motion Onewheel skateboard branded with Defendant's JWXR mark would believe
21 Defendant to be the source of the skateboard, making it more likely that the consumer
22 would turn to Defendant to purchase parts, accessories, and services that could otherwise
23 be provided by Future Motion.
24
25

26 50. Based on Defendant's actions in violation of 15 U.S.C. § 1125(a), Future
27 Motion is entitled to injunctive relief pursuant to 15 U.S.C. § 1116, as well as
28 Defendant's profits, Future Motion's damages, and the costs of this action pursuant to 15
U.S.C. § 1117.

1 51. Defendant's willful infringement of Future Motion's trademark rights, with
2 the intent to profit from Future Motion's well-known XR mark, constitutes an
3 exceptional case entitling Future Motion to its reasonable attorney fees pursuant to 15
4 U.S.C. § 1117.
5

6
7 **PRAYER FOR RELIEF**

8 WHEREFORE, Future Motion prays for the following relief:
9

- 10 A. For temporary, preliminary, and permanent injunctive relief, including but
11 not limited to requiring Defendant to cease manufacturing, having made,
12 offering, selling, or installing its JWFFM Chip and its JWXR stickers, and
13 turn over all remaining unsold inventory of those items to Future Motion
14 for destruction;
15
16 B. For damages sufficient to fully compensate Future Motion for all of the
17 harm caused by Defendant's actions and for having to respond to
18 Defendant's actions;
19
20 C. For Defendant's profits pursuant to 17 U.S.C. § 1203(c)(2), 15 U.S.C. §
21 1117(a), or as otherwise allowable by law;
22
23 D. For statutory damages pursuant to 17 U.S.C. § 1203(c)(3), or as otherwise
24 allowable by law;
25
26 E. For exemplary and/or punitive damages as allowable by law;
27
28 F. For attorney's fees pursuant to 17 U.S.C. § 1203(b)(5), 15 U.S.C. §
1117(a), or as otherwise allowable by law;

 G. For the costs of this action;

1 H. For pre- and post-judgment interest; and

2 I. For such other and further relief as the Court may deem just and proper.

3
4 **JURY DEMAND**

5 Future Motion hereby demands a trial by jury of all issues so triable.

6
7
8 Dated: August 31, 2021

Respectfully Submitted,
MICLEAN GLEASON LLP

9
10
11 By: /s/ David J. Miclean
David J. Miclean
Attorneys for Plaintiff Future Motion, Inc.

12
13 Dated: August 31, 2021

Respectfully Submitted,
KOLITCH ROMANO LLP

14
15
16 By: /s/ Shawn J. Kolitch
Shawn J. Kolitch (*pro hac vice pending*)
Attorneys for Plaintiff Future Motion, Inc.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

FUTURE MOTION, INC.,

Plaintiff,

v.

JW BATTERIES LLC,

Defendant.

Case No. 21-cv-06771-EMC

**ORDER SETTING INITIAL CASE
MANAGEMENT CONFERENCE
AND ADR DEADLINES**

IT IS HEREBY ORDERED that this action is assigned to the Honorable Edward M. Chen. When serving the complaint or notice of removal, the plaintiff or removing defendant must serve on all other parties a copy of this order and all other documents specified in Civil Local Rule 4-2. Counsel must comply with the case schedule listed below unless the Court otherwise orders.

IT IS FURTHER ORDERED that this action is assigned to the Alternative Dispute Resolution (ADR) Multi-Option Program governed by ADR Local Rule 3. Counsel and clients shall familiarize themselves with that rule and with the material entitled "Dispute Resolution Procedures in the Northern District of California" on the Court ADR Internet site at <http://www.cand.uscourts.gov/adr>. A limited number of printed copies are available from the Clerk's Office for parties in cases not subject to the court's Electronic Case Filing program (ECF).

CASE SCHEDULE – ADR MULTI-OPTION PROGRAM

Date	Event	Governing Rule
8/31/2021	Complaint Filed	
11/9/2021	*Last day to: • meet and confer re: initial disclosures, early settlement, ADR process selection, and discovery plan	<u>FRCivP 26(f) & ADR L.R. 3-5</u>
	• file ADR Certification signed by Parties and Counsel (form available at http://www.cand.uscourts.gov)	<u>Civil L.R. 16-8(b) & ADR L.R. 3-5(b)</u>
11/23/2021	**Last day to file Rule 26(f) Report, complete initial disclosures or state objection in Rule 26(f) Report and file Case Management Statement per Standing Order re Contents of Joint Case Management Statement (also available at http://www.cand.uscourts.gov)	<u>FRCivP 26(a) (1)</u> <u>Civil L.R. 16-9</u>
11/30/2021	INITIAL CASE MANAGEMENT CONFERENCE (CMC) at 1:30 PM in: Courtroom 5, 17th Floor Phillip Burton Federal Building 450 Golden Gate Avenue San Francisco, CA 94102	<u>Civil L.R. 16-10</u>

* If the Initial Case Management Conference is continued, unless otherwise ordered this deadline is continued to 21 days in advance of the Initial Case Management Conference.

** If the Initial Case Management Conference is continued, unless otherwise ordered this deadline is continued to 7 days in advance of the Initial Case Management Conference.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Plaintiff(s),

v.

Defendant(s).

Case No.

**CONSENT OR DECLINATION
TO MAGISTRATE JUDGE
JURISDICTION**

INSTRUCTIONS: Please indicate below by checking **one** of the two boxes whether you (if you are the party) or the party you represent (if you are an attorney in the case) choose(s) to consent or decline to magistrate judge jurisdiction in this matter. Sign this form below your selection.

☐ **CONSENT to Magistrate Judge Jurisdiction**

In accordance with the provisions of 28 U.S.C. § 636(c), I voluntarily consent to have a United States magistrate judge conduct all further proceedings in this case, including trial and entry of final judgment. I understand that appeal from the judgment shall be taken directly to the United States Court of Appeals for the Ninth Circuit.

OR

☐ **DECLINE Magistrate Judge Jurisdiction**

In accordance with the provisions of 28 U.S.C. § 636(c), I decline to have a United States magistrate judge conduct all further proceedings in this case and I hereby request that this case be reassigned to a United States district judge.

DATE: _____, 20____

NAME: _____

Signature

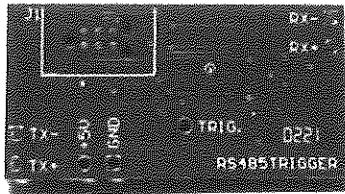
COUNSEL FOR
(OR "PRO SE"):

EXHIBIT A



[Home](#)
[Onewheel Batteries](#)
[Sur Ron Batteries](#)
[Chargers](#)
[Accessories](#)
[Assembly Practices](#)
[Contact Us](#)
[Terms & Conditions](#)

Buy 2 to get \$25.00 off each chip



JWFFM Chip

\$200.00 ~~\$250.00~~ **25%**

Type

Standard

ADD TO CART

Buy with Pay

[More payment options](#)

Buy More & Save BIG!

Buy	Get
2 or more	\$25.00 off on each chip
25 or more	\$50.00 off on each chip
100 or more	\$100.00 off on each chip

Please Note: If a chip is purchased with a JWXR the wait is 14 to 21 days due to battery build time.

IMPORTANT: JW Batteries is in no way affiliated with Future Motion. Installation of our battery and/or chip will void your FM warranty. By purchasing a battery and/or chip you are assuming all liability.

[Chip Comparison Chart](#)

General Description

The JWFFM Chip allows Onewheel owners the freedom to upgrade their Onewheel XR or Onewheel Pint with extended range battery options and much more!

Starting with Onewheel XR hardware version 4210 and above, extended range battery options on the Onewheel did not work correctly. The JWFFM chip improves your board performance by allowing for the installation of enhanced battery options like the JWXR or JW Pint battery in your Onewheel. With the JWFFM Chip all Onewheel XR and Onewheel Pint boards can enjoy the benefits of extended range battery options. Say goodbye to range anxiety!

The JWFFM Chip does not stop at just allowing for extended range capabilities!

Have a newer XR that cannot be repaired because it requires a paired controller and BMS?

Say goodbye to BMS controller pairing. Just get the parts you need like another controller from an XR or a BMS from a pint or XR, add in the chip and you're back up and running again. You read that correctly, you can chip a Pint BMS and it will work in your XR.

Do you have a newer Onewheel that does not allow for Vamp and Ride?

Just add the JWFFM chip to your board and you can V&R once again.

Do you wish your extended range battery would show the correct percentage battery remaining when you opened the Onewheel phone

application?

Just put a JWFFM chip on your board and your battery percentage will now track correctly based on your installed batteries voltage.

FAQ

Why are there two versions of the chip and which one should I choose?

- We have decided to offer the "OG" chip for those that have older boards but want the benefits of the chip like accurate battery percentage readings.
- [Chip Comparison Chart](#)

What if I have the chip installed in my board, can I go back to stock?

- Yes, at any point you can go back to a stock setup, you will just need to solder two wires back together.

Can I order a chip, and have it sent directly to my house/business?

- Yes, however, we highly encourage individuals to have the chip professionally installed. Stoke Life Services can handle the installation. Contact jon@stokelife.guru for more information and the SLS shop in your area.

How much does it cost to have the chip installed?

- This can vary based on the SLS shop. Contact jon@stokelife.guru for more information.

Are there any discounts if I buy a JWXR and Chip

- Not at this time because we are running a big sale on the JWXR battery.

I live in the Dallas area, can JW Batteries add a chip to my board?

- Yes, we can handle the chip installation for a \$50 fee.

Does the chip have a warranty?

- No, the purchaser assumes all liability and risk to themselves, the chip and their board during installation.

Installation

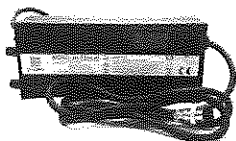
- [Click Here](#) for a video going over the installation of the JWFFM chip.
- [Click Here](#) for a video showing how to verify correct installation.
- If you are wanting JW Batteries to do your installation please place your order selecting "I will have JW Batteries do my installation" and send your battery enclosure to our shop. Please package your battery enclosure in a heavy duty box with adequate protection and ship to JW Batteries, 1430 Dragon St, Suite 13, Dallas TX, 75207.

SHARE

TWEET

PIN IT

YOU MAY ALSO LIKE



Jdub

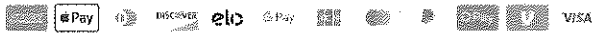
Stickers
from \$2.00

Onewheel Pint Adjustable
Hyper Charger
\$139.45 ~~\$185.00~~

SALE

Quick links

[Contact Us](#) [Terms and Conditions](#) [Return Policy](#)



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Help

CIVIL STANDING ORDER – GENERAL
U.S. DISTRICT JUDGE EDWARD M. CHEN

1. **Conformity to Rules.** Parties shall follow the Federal Rules of Civil Procedure, the Civil Local Rules, and the General Orders of the Northern District of California, except as superseded by these Standing Orders. Any failure to comply with any of the rules and orders may be deemed sufficient grounds for monetary sanctions, dismissal, entry of default judgment, or other appropriate sanctions.

2. **Communication with the Court.** Parties shall not attempt to make *ex parte* contact with the Judge or his chambers staff by telephone, facsimile, or any other means but may contact the Courtroom Deputy Clerk, Angella Meuleman, at (415) 522-2034, or email at emccrd@cand.uscourts.gov, with appropriate inquiries (e.g., scheduling inquiries).

All counsel listed on the parties' briefing must be fully apprised of the status of the pending matter and must be authorized to respond to calendar settings by the Court.

With the exception of discovery disputes (see the Civil Standing Orders on Discovery), or unless expressly permitted by the Court, parties shall not submit letters to the Court, and any communication with the Court must be in pleading form, including but not limited to status reports, requests for continuances, and requests for telephonic appearances.

3. **Scheduling Days.**

- a. Civil law-and-motion calendar is conducted on Thursdays at 1:30 p.m. Order of call is to be determined by the Court. Parties may *jointly* ask for a motion to be considered on the papers, but such requests are not automatically granted. The Court may, in its discretion, vacate a hearing on a motion and rule on the papers.
- b. Initial case management conferences are conducted on Tuesdays at 1:30 p.m.
- c. Further status conferences are conducted on Tuesdays at 2:30 p.m.
- d. Pretrial conferences are conducted on Tuesdays at 2:30 p.m.

4. **Changes to the Court Calendar.** No changes to the Court's schedule shall be made except by order of the Court. Parties seeking to continue hearings, request special status conferences, modify briefing schedules, or make any other procedural changes shall submit a signed stipulation and proposed order or, if stipulation is not possible, a motion for administrative relief. *See* Civ. L.R. 7-11. Parties seeking to enlarge a filing deadline by way of a motion for administrative relief are admonished to file such a motion in advance of the filing deadline rather than on the day a brief or other matter is due. Continuances will be granted only upon a showing of good cause, with a particular focus on diligence by the party seeking the continuance and prejudice that may result if the continuance is denied.

5. **Chambers Copy.** Chamber hard copies are not required except when (1) the Court expressly asks the parties to provide hard copies or (2) the parties are making filings for: (a) a Final Pretrial Conference; (b) a Claim Construction hearing; or (c) summary judgment proceedings. For hard copies, (1) all documents must be three-hole punched on the left-hand side; and (2) exhibits to declarations must be tabbed. If electronically filed, declarations containing exhibits must be bookmarked (*i.e.*, if the declaration makes reference to an exhibit, the declaration must contain a hyperlink to the corresponding exhibit; declarations and exhibits

to be filed as a single PDF.). The foregoing applies regardless of page length.

6. Case Management Conference Statement. The *joint* case management statement must be filed one week in advance of the case management conference date. The statement must include all elements requested in the “Standing Order for All Judges of the Northern District of California – Contents of Joint Case Management Statement.” See Civ. L.R. 16-9. In cases involving pro se litigants, parties shall attempt to file a joint statement; if after due diligence, an agreement cannot be reached, the parties may file separate case management statements, with each statement not to exceed seven (7) pages. Unless proceeding pro se, each party shall be represented at the case management conference by counsel with full and complete authority to address all of the matters referred to in (a) Federal Rules of Civil Procedure 16(c) and 26(f) and (b) the “Standing Order for All Judges of the Northern District of California – Contents of Joint Case Management Statement.” Counsel must also have full and complete authority to enter stipulations and made admissions. When proposing trial dates, counsel shall use Judge Chen's Guidelines Re: Calculation of Trial Time Line posted as a standing order on the Court's website.

7. Motions. All declarations shall be filed as separate documents. **This includes motions and declarations e-filed with the Court. Supporting declarations must be filed as separate documents.** Tabs *must* be used for exhibits attached to declarations, including chambers copies.

The Court strongly encourages parties to permit less experienced lawyers, including lawyers from historically under-represented groups, to actively participate in the proceedings by presenting argument at motion hearings or examining witnesses at trial. The Court is amenable to permitting a number of lawyers to argue for one party if this creates an opportunity for such attorneys to participate.

8. Discovery and Discovery Motions. See the “Civil Standing Orders on Discovery.” This includes General Order 71 government certain employment cases.

9. Motions for Summary Judgment. Each party or side is limited to filing one summary judgment motion. Any party wishing to exceed this limit must request leave of the Court. Briefing shall comply with Civil Local Rules 7-2 through 7-5. Separate statements of undisputed facts will not be considered by the Court. Joint statements of undisputed facts are not required, but are helpful if agreed upon.

10. Complaints in Federal Securities Fraud Cases. Where a plaintiff files a federal securities fraud case, the plaintiff shall attach to its complaint a chart regarding any allegedly fraudulent/misleading statement(s) or omission(s). The following information should be provided on the chart.


Statement #	Complaint ¶	Speaker, Date, Occasion	False/Misleading Statement or Omission	Reason Why False/Misleading When Made	Facts Giving Rise to Strong Inference of Scienter

11. Proposed Orders Required. Each party filing or opposing a motion shall also serve a proposed order that sets forth the relief or action sought and a short statement of the rationale of decision. The proposed order should be filed at the same time as the motion or opposition.

12. Grounds for Recusal. Parties are directed to inform the Court of any and all reasonable bases for recusal at the earliest possible date.

13. Service of Standing Orders. Plaintiff (or in the case of removed cases, any removing defendant) is directed to serve copies of: (1) this standing order, (2) this Court's "Civil Standing Order on Discovery," and (3) the "Standing Order for All Judges of the Northern District of California – Contents of Joint Case Management Statement" at once upon all parties to the action, and upon those subsequently joined, in accordance with the provisions of Federal Rules of Civil Procedure 4 and 5. The plaintiff (or in the case of removed cases, any removing defendant) shall also file with the Clerk of the Court a certificate reflecting such service, in accordance with Civil Local Rule 5-5.

IT IS SO ORDERED.


EDWARD M. CHEN
United States District Judge

revised: 6/25/2021

