

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

Date of Filing with Clerk of the
Court:

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JOHN WILSON,

INDEX NO.:

Plaintiff,

SUMMONS

-against-

Plaintiff designates NASSAU County
as place of trial

FUTURE MOTION, INC.,

Basis of venue is Plaintiff's
Residence

Defendant.

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Plaintiff resides at:

To the above named Defendant:

70 8th Avenue
Sea Cliff NY 11579

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer on plaintiff's attorneys within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
December 7, 2023

PULVERS, PULVERS & THOMPSON, LLP
Attorneys for Plaintiff

BY: Michael Kutner
Michael D. Kutner, Esq.
950 Third Avenue, 11th Floor
New York, NY 10022-1304
(212) 355-8000

Defendant's Address:

FUTURE MOTION, INC.
Via Secretary Of State
1201 Shaffer Road
Santa Cruz, CA 95060

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

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JOHN WILSON,

Plaintiff,

Index No.:

-against-

VERIFIED COMPLAINT

FUTURE MOTION, INC.,

Defendant.

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Plaintiff, by his attorneys, PULVERS, PULVERS & THOMPSON, LLP, complaining of the
defendants, alleges the following upon information and belief:

AS AND FOR A FIRST CAUSE OF ACTION

1. That at all times hereinafter mentioned, the Plaintiff, JOHN WILSON, was and still is a resident of the County of Nassau, State of New York.
2. That at all times hereinafter mentioned, the defendant, FUTURE MOTION, INC., (hereinafter "FUTURE MOTION") was and still is a foreign business corporation duly authorized to conduct business in the State of New York.
3. That at all times hereinafter mentioned, the defendant, FUTURE MOTION, was and still is a domestic corporation duly authorized to conduct business in the State of New York.
4. That at all times hereinafter mentioned, the defendant, FUTURE MOTION, conducted and carried on business in the State of New York on a regular basis and derived substantial revenue and/or income therefrom.

5. That at all times hereinafter mentioned, the defendant, FUTURE MOTION, derived substantial revenue from goods used or consumed or services rendered in the State of New York.
6. That at all times hereinafter mentioned, the defendant, FUTURE MOTION, derived substantial revenue from interstate or international commerce.
7. That at all times hereinafter mentioned, the defendant, FUTURE MOTION, expected or should reasonably have expected its acts to have consequences in the State of New York.
8. That at all times hereinafter mentioned, the defendant, FUTURE MOTION, its agents, servants, contractors and/or employees committed tortious acts within the State of New York, which are the subject matter of this litigation.
9. That on and prior to October 8, 2022, the defendant, FUTURE MOTION, was engaged in the design, development, manufacture, production, distribution, and sale of a product known as “Onewheel,” a self-balancing, battery-powered, one-wheeled transportation device often described as an electronic skateboard (hereinafter “Onewheel”)
10. That on and prior to October 8, 2022, the defendant, FUTURE MOTION, designed Onewheels.
11. That on and prior to October 8, 2022, the defendant, FUTURE MOTION, developed Onewheels.
12. That on and prior to October 8, 2022, the defendant, FUTURE MOTION, manufactured Onewheels.
13. That on and prior to October 8, 2022, the defendant, FUTURE MOTION, produced Onewheels.

14. That on and prior to October 8, 2022, the defendant, FUTURE MOTION, distributed Onewheels to the general public.
15. That on and prior to October 8, 2022, the defendant, FUTURE MOTION, marketed Onewheels to the general public.
16. That on and prior to October 8, 2022, the defendant, FUTURE MOTION, sold Onewheels to the general public.
17. That on and prior to October 8, 2022, the defendant, FUTURE MOTION, developed and distributed the subsystems and components that powered Onewheels, including motors, power electronics, battery nodules, software, and smartphone applications.
18. That on and prior to October 8, 2022, the operation of Onewheels was controlled and/or monitored, in whole or in part, by an application installed on user's smartphones which allows users to view their total miles, battery life, speed, and other information.
19. That on or about November 4, 2021, the Plaintiff, JOHN WILSON, purchased a Onewheel device known and/or marketed as a "Onewheel GT" from the defendant, FUTURE MOTION.
20. That on or about November 4, 2021, the defendant, FUTURE MOTION, sold a Onewheel device known and/or marketed as a "Onewheel GT" bearing serial number 2211339738 to the Plaintiff, JOHN WILSON.
21. That the operation of the Onewheel GT purchased by the Plaintiff was controlled and/or monitored, in whole or in part, by an application installed on a user's smartphone which allows the user to view their total miles, battery life, speed, and other information.
22. That, the defendant, FUTURE MOTION, designed the Onewheel GT purchased by the Plaintiff.

23. That the defendant, FUTURE MOTION, developed the Onewheel GT purchased by the Plaintiff.
24. That the defendant, FUTURE MOTION, manufactured the Onewheel GT purchased by the Plaintiff.
25. That the defendant, FUTURE MOTION, assembled the Onewheel GT purchased by the Plaintiff.
26. That the defendant, FUTURE MOTION, produced the Onewheel GT purchased by the Plaintiff.
27. That the defendant, FUTURE MOTION, distributed the Onewheel GT purchased by the Plaintiff.
28. That the defendant, FUTURE MOTION, marketed the Onewheel GT purchased by the Plaintiff.
29. That the defendant, FUTURE MOTION, sold the Onewheel GT purchased by the Plaintiff.
30. That the defendant, FUTURE MOTION, developed the subsystems and components that powered the Onewheel GT purchased by the Plaintiff, including motors, power electronics, battery nodules, software, and smartphone applications.
31. That the defendant, FUTURE MOTION, designed the subsystems and components that powered the Onewheel GT purchased by the Plaintiff, including motors, power electronics, battery nodules, software, and smartphone applications.
32. That the defendant, FUTURE MOTION, manufactured the subsystems and components that powered the Onewheel GT purchased by the Plaintiff, including motors, power electronics, battery nodules, software, and smartphone applications.

33. That the defendant, FUTURE MOTION, produced the subsystems and components that powered the Onewheel GT purchased by the Plaintiff, including motors, power electronics, battery nodules, software, and smartphone applications.
34. That the defendant, FUTURE MOTION, distributed the subsystems and components that powered the Onewheel GT purchased by the Plaintiff, including motors, power electronics, battery nodules, software, and smartphone applications.
35. That the defendant, FUTURE MOTION, marketed the subsystems and components that powered the Onewheel GT purchased by the Plaintiff, including motors, power electronics, battery nodules, software, and smartphone applications.
36. That the defendant, FUTURE MOTION, sold the subsystems and components that powered the Onewheel GT purchased by the Plaintiff, including motors, power electronics, battery nodules, software, and smartphone applications.
37. That on October 8, 2022, the Plaintiff, JOHN WILSON, was properly utilizing the aforementioned Onewheel GT, its subsystems and components, in the roadway at or near the premises located at 70 8th Avenue, Seacliff, New York.
38. That on October 8, 2022, while the Plaintiff, JOHN WILSON, was properly utilizing the aforementioned Onewheel GT, its subsystems and components at the aforesaid location, the Onewheel GT suddenly and without warning malfunctioned, causing it to come to an unexpected and abrupt stop, which in turn caused the Plaintiff, JOHN WILSON, to be violently ejected from the Onewheel GT and onto the roadway, resulting in serious and permanent personal injuries.
39. That on and prior to October 8, 2022, the defendant, FUTURE MOTION, had actual notice that its Onewheel devices, including the Onewheel GT, had a tendency,

propensity, and/or were at unreasonable risk to malfunction in the manner that caused the foregoing occurrence.

40. That on and prior to October 8, 2022, the defendant, FUTURE MOTION, had constructive notice that its Onewheel devices, including the Onewheel GT, had a tendency, propensity, and/or were at unreasonable risk to malfunction in the manner that caused the foregoing occurrence.
41. That on and prior to October 8, 2022, the defendant, FUTURE MOTION, caused the malfunction that caused the foregoing occurrence.
42. That on and prior to October 8, 2022, the defendant, FUTURE MOTION, created the malfunction that caused the foregoing occurrence.
43. That on and prior to October 8, 2022, the defendant, FUTURE MOTION, knew or with the exercise of reasonable care and diligence should have known that its Onewheel devices, including the Onewheel GT, had a tendency, propensity, and/or were at unreasonable risk to malfunction in the manner that caused the foregoing occurrence.
44. That the aforementioned Onewheel GT, its subsystems and components, were negligently and carelessly developed by the defendant, FUTURE MOTION.
45. That the aforementioned Onewheel GT, its subsystems and components, were negligently and carelessly designed by the defendant, FUTURE MOTION.
46. That the aforementioned Onewheel GT, its subsystems and components, were negligently and carelessly manufactured by the defendant, FUTURE MOTION.
47. That the aforementioned Onewheel GT, its subsystems and components, were negligently and carelessly produced by the defendant, FUTURE MOTION.

48. That the aforementioned Onewheel GT, its subsystems and components, were negligently and carelessly distributed by the defendant, FUTURE MOTION.
49. That the aforementioned Onewheel GT, its subsystems and components, were negligently and carelessly marketed by the defendant, FUTURE MOTION.
50. That the aforementioned Onewheel GT, its subsystems and components, were negligently and carelessly sold by the defendant, FUTURE MOTION.
51. That the aforementioned Onewheel GT, its subsystems and components, were dangerous, defective, and hazardous when sold by the defendant, FUTURE MOTION.
52. That on and prior to October 8, 2022, FUTURE MOTION, had actual notice that the aforementioned Onewheel GT, its subsystems and components, were dangerous, defective, and hazardous.
53. That on and prior to October 8, 2022, FUTURE MOTION, had constructive notice that the aforementioned Onewheel GT, its subsystems and components, were dangerous, defective, and hazardous.
54. That on and prior to October 8, 2022, FUTURE MOTION, caused the aforementioned Onewheel GT, its subsystems and components, to be dangerous, defective, and hazardous
55. That the aforementioned malfunction and occurrence, and the resultant injuries and damages sustained by the Plaintiff, JOHN WILSON, were caused by the negligence and carelessness of the defendant, FUTURE MOTION, in the development, design, manufacture, production, distribution, marketing and sale of Onewheel devices, including the aforementioned Onewheel GT, its subsystems and components, without any negligence on the part of the Plaintiff contributing thereto.

56. That the defendant, FUTURE MOTION, was negligent and careless in the development, design, manufacture, production, distribution, marketing and sale of Onewheel devices, including the aforementioned Onewheel GT, their subsystems and components, in the following manner: in causing, allowing, and permitting Onewheel devices, including the aforementioned Onewheel GT, their subsystems and components, to be sold and/or distributed when they were dangerous, defective, hazardous, and not suitable to be used for their intended purposes; in failing to prevent Onewheel devices, including the aforementioned Onewheel GT, their subsystems and components, from being sold and/or distributed when they were dangerous, defective, hazardous, and not suitable to be used for their intended purposes; in causing, allowing, and permitting Onewheel devices, including the aforementioned Onewheel GT, their subsystems and components, to be sold and/or distributed when they knew or should have known that they were dangerous, defective, hazardous, and not suitable to be used for their intended purposes; in failing to prevent Onewheel devices, including the aforementioned Onewheel GT, their subsystems and components, from being sold and/or distributed when they knew or should have known that they were dangerous, defective, hazardous, and not suitable to be used for their intended purposes; in failing to take necessary and proper steps and measures to prevent the sale and/or distribution of said products when they were dangerous, defective, hazardous, and not suitable to be used for their intended purposes; in failing to provide reasonable, necessary, and proper notice, signal, and/or warnings of the aforementioned dangers, hazards, and defects, and that said products were not suitable to be used for their intended purposes; in failing to provide reasonable, necessary, and proper notice, signal, and/or warnings of the aforementioned dangers, hazards, and defects, and that said

products were not suitable to be used for their intended purposes in a reasonable, effective, and timely manner; in failing to timely recognize that said products were dangerous, hazardous, and defective not suitable to be used for their intended purposes; in failing to take reasonable, necessary, and proper measures upon receiving notice and/or knowledge that said products were dangerous, hazardous, and defective not suitable to be used for their intended purposes; in failing to provide and/or distribute reasonable, necessary, and proper instructions for the use of said products; in negligently, carelessly, and improperly designing said products; in negligently, carelessly, and improperly distributing said products; in failing to timely, properly, and adequately inspect and/or test said products; in negligently, carelessly, and improperly marketing said products; in marketing said products in such a way as to be mislead the public and in particular the Plaintiff herein with respect to their safety; in failing to timely, properly, and adequately communicate known risks of dangers inherent to said products; in failing to timely, properly, and adequately recall said products or otherwise prevent their sale or remove them from circulation; in failing to give proper, adequate, and required warnings notifications, and advisories about the dangers and risks associated with and inherent to said products; in designing, developing, and manufacturing said products in such a way as to cause them to come to sudden, abrupt, and violent stops without warning during use; in designing, developing, and manufacturing said products in such a way as to cause unreasonable risk of injury to users; in failing to take necessary, proper, and adequate precautions for the safety of persons using said products; in failing to timely, properly and adequately ensure that said products were reasonably safe for their intended use; in negligently, carelessly, and improperly designing and manufacturing said products; in

failing to use safer and reasonable alternative methods of design and manufacture; in failing to take reasonable and suitable precautions for the safety of its consumers and customers, including the Plaintiff; in failing to timely and proper prevent and/or stop the sale, marketing, and distribution of said products; in being negligent under and by virtue of the Doctrine of *Res Ipsa Loquitor*; and in general failing to use that degree of care and caution warranted under all of the surrounding circumstances.

57. That as a result of the foregoing, the plaintiff, JOHN WILSON, was seriously injured.

58. That a result of the foregoing, the plaintiff, JOHN WILSON, sustained great bodily injuries with accompanying pain; was rendered sick, sore, lame and disabled; sustained injuries of a permanent and lasting nature; was obliged to expend and incur large sums of monies for medical aid and other treatment in an endeavor to treat the injuries he sustained; and was and continues to be incapacitated from attending to his usual occupation and activities.

59. That by reason of the foregoing, the plaintiff, JOHN WILSON, has been damaged in a sum in excess of the jurisdictional limits of all the lower Courts in the State of New York that would otherwise have jurisdiction over this matter.

AS AND FOR A SECOND CAUSE OF ACTION

60. Plaintiff repeats, reiterates, and realleges each and every previous allegation with the same force and effect as though set forth fully at length herein.

61. That the aforementioned malfunction and occurrence and the resultant injuries and damages sustained by the Plaintiff were caused by dangers, defects and hazards within the aforementioned Onewheel GT, its subsystems and components.

62. That said dangers, defects, and hazards existed withing the aforementioned Onewheel GT, its subsystems and components, when they were sold by the defendant, FUTURE MOTION, to the Plaintiff.
63. That on and prior to October 8, 2022, the defendant, FUTURE MOTION, had actual notice of the said dangers, defects, and hazards.
64. That on and prior to October 8, 2022, the defendant, FUTURE MOTION, had constructive notice of the said dangers, defects, and hazards.
65. That on and prior to October 8, 2022, the defendant, FUTURE MOTION, caused the said dangers, defects, and hazards.
66. That on and prior to October 8, 2022, the defendant, FUTURE MOTION, created the said dangers, defects, and hazards.
67. That as a result of the foregoing, the plaintiff, JOHN WILSON, was seriously injured.
68. That a result of the foregoing, the plaintiff, JOHN WILSON, sustained great bodily injuries with accompanying pain; was rendered sick, sore, lame and disabled; sustained injuries of a permanent and lasting nature; was obliged to expend and incur large sums of monies for medical aid and other treatment in an endeavor to treat the injuries he sustained; and was and continues to be incapacitated from attending to his usual occupation and activities.
69. That by reason of the foregoing, the plaintiff, JOHN WILSON, has been damaged in a sum in excess of the jurisdictional limits of all the lower Courts in the State of New York that would otherwise have jurisdiction over this matter.

AS AND FOR A THIRD CAUSE OF ACTION

70. Plaintiff repeats, reiterates, and realleges each and every previous allegation with the same force and effect as though set forth fully at length herein.
71. That the defendant, FUTURE MOTION, is liable to the Plaintiff under the doctrine of strict products liability.
72. That the aforementioned Onewheel GT, its subsystems and components, were defective and unsafe when the defendant, FUTURE MOTION, distributed and/or sold them to the Plaintiff.
73. That the aforementioned Onewheel GT, its subsystems and components, were not fit for their intended use and purpose when the defendant, FUTURE MOTION, distributed and/or sold them to the Plaintiff.
74. That at the time of the foregoing occurrence the Plaintiff was utilizing the aforementioned Onewheel GT, its subsystems and components, in the manner in which they were intended.
75. That at the time of the foregoing occurrence the Plaintiff was utilizing the aforementioned Onewheel GT, its subsystems and components, for their intended purposes.
76. That at the time of the foregoing occurrence the Plaintiff was utilizing the aforementioned Onewheel GT, its subsystems and components, in a manner reasonably foreseeable to the defendant.
77. That the Plaintiff could not with the exercise of reasonable care have discovered the aforementioned dangers, defects, and hazards or otherwise have averted or prevented his injuries.

78. That the aforementioned Onewheel GT, its subsystems and components, were distributed and/or sold by the defendant, FUTURE MOTION, without proper, adequate, and necessary warnings and/or instructions.
79. That the aforementioned Onewheel GT, its subsystems and components, were distributed and/or sold by the defendant, FUTURE MOTION, was advertised, marketed, and packaged in a false, misleading, and/or improper manner so as to lead consumers to falsely believe that it was safe for personal use.
80. That the defendant, FUTURE MOTION, defectively designed the aforementioned Onewheel GT, its subsystems and components.
81. That the defendant, FUTURE MOTION, defectively manufactured the aforementioned Onewheel GT, its subsystems and components.
82. That the defendant, FUTURE MOTION, failed to provide proper warnings, notices, and/or instructions when it distributed and/or sold the defective Onewheel GT, its subsystems and components.
83. That at the time the aforementioned Onewheel GT, its subsystems and components, were sold and/or distributed by the defendant, FUTURE MOTION, they were in a condition not reasonably contemplated by the ultimate consumer.
84. That at the time the aforementioned Onewheel GT, its subsystems and components, were sold and/or distributed by the defendant, FUTURE MOTION, they were unreasonably dangerous for their intended use.
85. That at the time the aforementioned Onewheel GT, its subsystems and components, were sold and/or distributed by the defendant, FUTURE MOTION, their utility did not outweigh the danger inherent to their introduction into the stream of commerce.

86. That the defendant, FUTURE MOTION, is liable in strict products liability for the defective development, design, manufacturing, production, distribution, and marketing of its Onewheel devices, including the aforementioned Onewheel GT, their subsystems and components.
87. That as a result of the foregoing, the plaintiff, JOHN WILSON, was seriously injured.
88. That a result of the foregoing, the plaintiff, JOHN WILSON, sustained great bodily injuries with accompanying pain; was rendered sick, sore, lame and disabled; sustained injuries of a permanent and lasting nature; was obliged to expend and incur large sums of monies for medical aid and other treatment in an endeavor to treat the injuries he sustained; and was and continues to be incapacitated from attending to his usual occupation and activities.
89. That by reason of the foregoing, the plaintiff, JOHN WILSON, has been damaged in a sum in excess of the jurisdictional limits of all the lower Courts in the State of New York that would otherwise have jurisdiction over this matter.

AS AND FOR A FOURTH CAUSE OF ACTION

90. Plaintiff repeats, reiterates, and realleges each and every previous allegation with the same force and effect as though set forth fully at length herein.
91. That on and prior to October 8, 2022, the defendant, FUTURE MOTION, warranted, expressly and impliedly, that its Onewheel devices, including the aforementioned Onewheel GT, their subsystems and components, were fit for the purposes for which they were intended.

92. That on and prior to October 8, 2022, the defendant, FUTURE MOTION, warranted, expressly and impliedly, that its Onewheel devices, including the aforementioned Onewheel GT, their subsystems and components, were safe to use in every respect, and had been manufactured safely and were in good, safe, and proper to use.
93. That on and prior to October 8, 2022, the defendant, FUTURE MOTION, warranted and labeled its Onewheel devices, including the aforementioned Onewheel GT, their subsystems and components, and provided written instructions in connection with their use.
94. That on and prior to October 8, 2022, the Plaintiff, JOHN WILSON, relied on said warranties before and while using the aforementioned Onewheel GT, its subsystems and components, in accordance with their intended use and instructions, and in the manner in which they were intended to be used.
95. That the defendant, FUTURE MOTION, breached its warranties of merchantability and fitness for the intended use of the aforementioned Onewheel GT, its subsystems and component, both express and implied.
96. That the aforementioned occurrence and the resultant injuries and damages sustained by the Plaintiff were caused by reason of the defendant, FUTURE MOTION's breach of its warranties of merchantability and fitness for intended use, both express and implied, of the aforementioned Onewheel GT, its subsystems and components.
97. That as a result of the foregoing, the plaintiff, JOHN WILSON, was seriously injured.
98. That a result of the foregoing, the plaintiff, JOHN WILSON, sustained great bodily injuries with accompanying pain; was rendered sick, sore, lame and disabled; sustained injuries of a permanent and lasting nature; was obliged to expend and incur large sums of

monies for medical aid and other treatment in an endeavor to treat the injuries he sustained; and was and continues to be incapacitated from attending to his usual occupation and activities.

99. That by reason of the foregoing, the plaintiff, JOHN WILSON, has been damaged in a sum in excess of the jurisdictional limits of all the lower Courts in the State of New York that would otherwise have jurisdiction over this matter.

AS AND FOR A FIFTH CAUSE OF ACTION

100. Plaintiff repeats, reiterates, and realleges each and every previous allegation with the same force and effect as though set forth fully at length herein.

101. That on and prior to October 8, 2022, the defendant, FUTURE MOTION, acted wantonly, recklessly, and/or was grossly negligent in the design, manufacture, and/or sale of its Onewheel devices, including the aforementioned Onewheel GT, their subsystems and components.

102. That on and prior to October 8, 2022, the aforementioned actions of the defendant, FUTURE MOTION, were directed towards the public in general.

103. That on and prior to October 8, 2022, the defendant, FUTURE MOTION, acted wantonly, recklessly, and/or was grossly negligent in the design, manufacture, and/or sale of the its Onewheel devices, including the aforementioned Onewheel GT, their subsystems and components.

104. That the aforementioned occurrence and the resultant injuries and damages sustained by the Plaintiff were caused by reason of such wanton, reckless, and willful conduct, and/or gross negligence of the defendant, FUTURE MOTION.

105. That as a result of the foregoing, the plaintiff, JOHN WILSON, was seriously injured.

106. That a result of the foregoing, the plaintiff, JOHN WILSON, sustained great bodily injuries with accompanying pain; was rendered sick, sore, lame and disabled; sustained injuries of a permanent and lasting nature; was obliged to expend and incur large sums of monies for medical aid and other treatment in an endeavor to treat the injuries he sustained; and was and continues to be incapacitated from attending to his usual occupation and activities.

107. That by reason of the foregoing the Plaintiff is entitled to punitive and exemplary damages for each and every cause of action alleged against the defendant herein.

108. That by reason of the foregoing, the plaintiff, JOHN WILSON, has been damaged in a sum in excess of the jurisdictional limits of all the lower Courts in the State of New York that would otherwise have jurisdiction over this matter.

WHEREFORE, plaintiff demands judgement against the defendants in the First, Second, Third, Fourth, and Fifth Causes of Action in an amount which exceeds the jurisdictional limitations of all Courts of the State of New York of lesser jurisdiction than the Supreme Court of the State of New York which would otherwise have jurisdiction over this matter, together with all costs, interests, and disbursements of this action.

Dated: New York, New York
December 7, 2023

Yours, etc.,

PULVERS, PULVERS & THOMPSON, LLP
Attorneys for Plaintiff

BY: Michael Kutner
Michael D. Kutner
950 Third Avenue
New York, New York 10022
(212) 355-8000

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

-----X

JOHN WILSON,

Plaintiff,

Index No.:

-against-

VERIFICATION

FUTURE MOTION, INC.,

Defendant.

-----X

I, the undersigned, am an attorney admitted to practice in the courts of New York State, and say that I am an Associate of the firm of PULVERS, PULVERS & THOMPSON, LLP, the attorneys of record for the plaintiff in the within action. I have read the foregoing COMPLAINT and know the contents thereof, and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief and, as to those matters, I believe them to be true. The reason this verification is made by your affirmant and not the plaintiff is because the plaintiff resides outside of the County where I maintain my office.

The grounds of my belief as to all matters not stated upon my own knowledge are:
information contained in this file.

I affirm the foregoing statements are true, under the penalties of perjury.

Dated: New York, New York
December 7, 2023

Yours, etc.,

Michael Kutner

Michael D. Kutner

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

-----X
JOHN WILSON,

Plaintiff,

Index No.:

-against-

FUTURE MOTION, INC.,

Defendant.

-----X

**NOTICE REGARDING AVAILABILITY OF ELECTRONIC FILING
SUPREME COURT CASES**

PLEASE TAKE NOTICE that plaintiff(s)/petitioner(s) [defendant(s)/respondent(s)] in the case captioned above intends that this matter proceed as an electronically-filed case in the New York State Courts Electronic Filing System (“NYSCEF”) in accordance with the procedures therefor, set forth in Uniform Rule 202.5-b and described below. Under that Rule, filing and service of papers by electronic means cannot be made by a party nor can electronic service be made upon a party unless that party has consented to use of the System for the case in question. Within ten days after service of this Notice, each party served should indicate whether or not it consents to electronic filing and service through NYSCEF for this case. (See Instruction # 2 below.)

General Information

Electronic filing offers significant benefits for attorneys and litigants, permitting documents to be filed with the County Clerk and the court and served, between or among consenting parties, by posting the documents on the NYSCEF Website, which can be done at any

time of the day or night on any day of the week. There is no fee to use the NYSCEF System, whether for filing, service, or consultation of the electronic docket, nor is there a charge to print documents from the docket. Normal filing fees must be paid, but this can be done by credit or debit card on-line. For additional procedures and information, see Uniform Rule 202.5-b, any e-filing protocol that may have been promulgated by the court in question, and the NYSCEF Website at www.nycourts.gov/efile.

Instructions:

1. Service of this Notice constitutes consent to e-filing and a statement of intent by the undersigned to use the NYSCEF System in this case. When an action or proceeding is being commenced through the NYSCEF System, this Notice must accompany service of the initiating papers.
2. **Within ten days after service of this Notice**, the party served should consent to e-filing either: (i) by filing with the court and serving on all parties of record a consent to e-filing, or (ii) if the party or attorney of record is an authorized e-filing user, by filing the consent electronically in the manner provided at the NYSCEF site. If one party or some but fewer than all parties consent, NYSCEF may be used by and between or among consenting parties.
3. Each participating attorney, unless already registered, or self-represented party must **PROMPTLY** complete a Filing User Registration form (see the “Forms” section of the Website) and submit it to the NYSCEF Resource Center (efile@courts.state.ny.us) in order

to obtain the confidential Filing User Identification Number and Password necessary to use the system.

4. For additional information about NYSCEF, see the *User's Manual* and *Frequently Asked Questions* on the Website, or contact the court in question or the NYSCEF Resource Center (at 646-386-3033 or efile@courts.state.ny.us).

Dated: New York, New York
December 7, 2023

PULVERS, PULVERS & THOMPSON, LLP
Attorneys for Plaintiff

BY: Michael Kutner
Michael D. Kutner
950 Third Avenue, 11th Floor
New York, NY 10022
Tel.: (212) 355-8000
Fax: (212) 355-9000