

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

George A. Sourelos,

Plaintiff

-against-

Revel Transit Inc.,

Defendant

Index No.:

SUMMONS

Date Purchased:

Plaintiff Designates Queens
County as the Place of Trial
Basis of venue is Plaintiff's
residence and place of occurrence

To the Above-Named Defendant

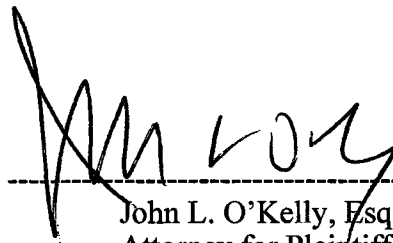
YOU ARE HEREBY SUMMONED to answer the Verified Complaint in this action by serving your Answer on plaintiffs' attorney or, if this Summons is served without a Complaint, by serving a Notice of Appearance within 20 days after service of this summons, exclusive of the day of service, or within 30 days after service is complete if this Summons is not personally delivered to you within the State of New York. In case of your failure to answer or appear, judgment will be taken against you by default for the relief demanded in the Complaint.

Dated: East Williston, New York
July 19, 2020

Plaintiff's Address:
77-16 45th Avenue, Elmhurst, New York 11373

Defendant Address:
68 3rd Street, Brooklyn, New York 11231

Nature of Action- Negligence



John L. O'Kelly, Esq.
Attorney for Plaintiff
127 Bengueyfield Drive
East Williston, New York 11596
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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

George A. Sourelos,

Plaintiff

Index No.:

-against-

Revel Transit Inc.,

Defendant

VERIFIED COMPLAINT

Date Purchased:

Plaintiff Designates Queens
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X

Plaintiff, George A. Sourelos ("Mr. Sourelos" or "plaintiff"), by his attorney, John L. O'Kelly, as and for his Verified Complaint against the above-captioned defendant, sets forth and alleges as follows:

1. At all times hereinafter mentioned, Plaintiff was, and still is, a resident of the County of Queens, City and State of New York.
2. At all times hereinafter mentioned, the defendant Revel Transit Inc. ("Revel" or "defendant") was, and still is, a foreign business corporation registered to do business in the State of New York.
3. At all times hereinafter mentioned, the defendant Revel was a foreign business corporation doing business in the State of New York.
4. At all times hereinafter mentioned, the defendant Revel was a business enterprise doing business in the State of New York.
5. At all times hereinafter mentioned, the defendant Revel's business included the ownership and rental/leasing of electric motorbikes aka mopeds to the public for short term use on the streets of New York City, including the streets of Astoria, Queens.
6. At all times hereinafter mentioned, the plaintiff was operating an electric motorbike he had rented from the defendant.

7. On July 11, 2020 (“Day of Accident” or “DOA”), at approximately 11:36 p.m., at or around Hoyt Avenue North between 19th and 21st Streets in Astoria, Queens 11102 (“Place of Accident” or “POA”), the plaintiff rented an electric motor bike from the defendant.
8. At all times following the rental, between approximately 11:36 pm and 1:47 p.m. (“Time of Accident” or “TOA”), plaintiff was operating the electric motorbike lawfully at the POA, on or around Hoyt Avenue North, between 19th and 21st Streets in Astoria, Queens, 11102, a public thoroughfare, in conformance with the rules of the road and his agreement with the defendant Revel.
9. At the TOA, the plaintiff was operating the electric motorbike lawfully on Hoyt Avenue North, between 19th and 21st Streets, in Astoria, Queens 11201.
10. At the TOA, the brakes on the electric motorbike being operated by Mr. Sourelos locked up, causing the plaintiff to be thrown from the electric motor bike onto the pavement (“the accident”).
11. Plaintiff sustained sustain serious bodily injuries as a result of the accident, which has required, or will require, hospital and surgical care.
12. As a result of the accident, plaintiff sustained a serious injury within the meaning of the New York State Insurance Law.
13. The accident was caused solely by the fault, negligence, carelessness, recklessness of the defendant, its’ agents., servants and/or employees, without any fault, contributory negligence or lack of care on the part of the plaintiff herein contributing thereto.
14. The defendant was negligent in its ownership, renting, leasing, inspection, maintenance, repair, testing, supervision, control, management, distribution, manufacture, warranting and/or design of the electric motorbike involved in plaintiff’s accident.
15. This action falls within one or more of the exceptions set forth in CPLR 1602.

AS AND FOR A FIRST CAUSE OF ACTION

16. Plaintiff incorporates by reference all the foregoing allegations in ¶¶ 1-15 as though fully set forth herein.

17. By reason of the foregoing, defendant is liable to the plaintiff for money damages for its negligence in an amount exceeding the jurisdiction of any lower Court which would otherwise have jurisdiction.

AS AND FOR A SECOND CAUSE OF ACTION

18. Plaintiff incorporates by reference all the foregoing allegations in ¶¶ 1-15 as though fully set forth herein.

19. At the TOA, the electric bike at issue was being operated by the plaintiff in a foreseeable way for the purpose and in a manner normally intended.

20. By reason of the foregoing, defendant is strictly liable in products liability to the plaintiff for money damages in an amount exceeding the jurisdiction of any lower Court which would otherwise have jurisdiction.

AS AND FOR A THIRD CAUSE OF ACTION

21. Plaintiff incorporates by reference all the foregoing allegations in ¶¶ 1-15 as though fully set forth herein.

22. At the TOA, the electric motorbike at issue was being operated by the plaintiff in a foreseeable way for the purpose and in a manner normally intended.

23. The defendant represented and warranted that the electric motorbike at issue was safe and could be used for the purpose and in a manner normally intended.

24. At the TOA, the electric motorbike at issue was not safe and could not be used for the purpose and in

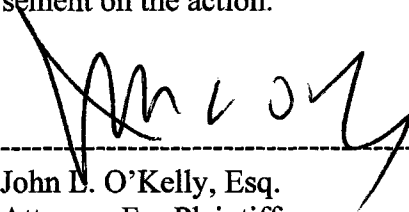
a manner normally intended.

25. The defendant warranty and representations were false and/or deceptive in that the electric motorbike was dangerous and defective, and not fit for use in a foreseeable way for the purpose and in a manner normally intended.

26. By reason of the foregoing, defendant is liable to the plaintiff for money damages for breach of warranty in an amount exceeding the jurisdiction of any lower Court which would otherwise have jurisdiction.

WHEREFORE, the plaintiff, George A. Sourelos demands judgment against the defendants Revel Transit Inc. on his **First Cause of Action** in an amount exceeding the jurisdictional limits of all lower Courts save the Supreme Court of the State of New York, together with interest, costs, fees and disbursement on the action; and/or demands judgment against the defendant Revel Transit Inc. on his **Second Cause of Action** in an amount exceeding the jurisdictional limits of all lower Courts save the Supreme Court of the State of New York together with interest, costs, fees and disbursement on the action; and/or demands judgment against the defendant Revel Transit Inc. on his **Third Cause of Action** in an amount exceeding the jurisdictional limits of all lower Courts save the Supreme Court of the State of New York together with interest, costs, fees and disbursement on the action.

Dated: East Williston, New York
July 19, 2020



John E. O'Kelly, Esq.
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TO: Revel Transit Inc.
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