

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): November 2, 2021

MOTION ACQUISITION CORP.

(Exact Name of Registrant as Specified in Charter)

| | | |
|--|---|---|
| <u>Delaware</u> (State or Other Jurisdiction of Incorporation) | <u>001-39618</u> (Commission File Number) | <u>85-2515483</u> (IRS Employer Identification No.) |
| <u>c/o Graubard Miller 405 Lexington Avenue, 11th Floor New York, NY</u> (Address of Principal Executive Offices) | | <u>10174</u> (Zip Code) |

(212) 818-8800

Registrant's telephone number, including area code

Not Applicable

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

| <u>Title of each class</u> | <u>Trading Symbol(s)</u> | <u>Name of each exchange on which registered</u> |
|---|--------------------------|--|
| Units, each consisting of one share of Class A Common Stock and one-third of one redeemable warrant | MOTNU | The Nasdaq Stock Market LLC |
| Class A Common Stock, par value \$0.0001 per share | MOTN | The Nasdaq Stock Market LLC |
| Redeemable warrants, exercisable for shares of Class A Common Stock at an exercise price of \$11.50 per share | MOTNW | The Nasdaq Stock Market LLC |

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

On November 4, 2021, Motion Acquisition Corp., a Delaware corporation (“Motion”), Motion Acquisition LLC, a Delaware limited liability company (“Sponsor”), and Ambulnz, Inc., a Delaware corporation (the “DocGo”), amended and restated that certain Sponsor Agreement, dated March 8, 2021, by and among Motion, Sponsor and DocGo (such amended and restated agreement, the “A&R Sponsor Agreement”).

Pursuant to the A&R Sponsor Agreement, Sponsor agreed to, among other things, forfeit and defer certain amounts of the shares of Motion Class A common stock it holds in relation to the number of shares that holders of Motion Class A common stock sold in Motion’s initial public offering sought redemption in connection with the consummation of the transactions (the “Business Combination”) contemplated by that certain Merger Agreement, dated as of March 8, 2021 (the “Merger Agreement”), by and among Motion, Motion Merger Sub Corp. and DocGo, in each case as set forth in the A&R Sponsor Agreement.

Pursuant to the Merger Agreement, DocGo’s obligation to consummate the Business Combination was conditioned upon, among other things, the funds contained in Motion’s trust account, after taking into account (i) redemptions of Motion Class A common stock and other permitted disbursements, (ii) unpaid transaction expenses of Motion and DocGo and (iii) the proceeds of those certain subscription agreements, dated March 8, 2021, entered into by and between Motion and certain investors, equaling or exceeding \$175,000,000 (the “Minimum Cash Closing Condition”). Pursuant to the A&R Sponsor Agreement, DocGo has agreed to waive the Minimum Cash Closing Condition provided that the aggregate amount of unpaid transaction expenses of Motion and DocGo incurred in connection with the Business Combination does not exceed \$29 million.

The foregoing description of the A&R Sponsor Agreement is not complete and is qualified in its entirety by reference to the complete text of the A&R Registration Rights Agreement, a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Item 5.07. Submission of Matters to a Vote of Security Holders

On November 2, 2021, Motion held an annual meeting of stockholders (“Meeting”), by means of live audio webcast, which was called to approve the proposals relating to the entry into and consummation of the previously announced Merger Agreement, dated as of March 8, 2021 (the “Merger Agreement”), by and among Motion, Motion Merger Sub Corp., a Delaware corporation and a wholly owned subsidiary of Motion (“Merger Sub”), and Ambulnz, Inc., a Delaware corporation (the “DocGo”). An aggregate of 8,301,431 shares of Motion’s Class A common stock, which represents a quorum of the outstanding common stock entitled to vote on the record date of September 9, 2021, were represented at the Meeting in person (which includes presence at the virtual meeting) or by proxy.

Motion’s stockholders voted on the following proposals at the Meeting, each of which was approved and each of which is described in greater detail in the definitive proxy statement/prospectus (File No. 333-257681) filed by Motion with the Securities and Exchange Commission on October 14, 2021:

The Business Combination Proposal – To approve and adopt the Merger Agreement, and the transactions contemplated therein (the “Transactions”), including the merger of Merger Sub with and into DocGo, with DocGo surviving the merger as a wholly-owned subsidiary of Motion (the “Merger”) and the issuance of shares of Motion common stock to DocGo’s stockholders in the Merger. The following is a tabulation of the votes with respect to this proposal, which was approved by Motion’s stockholders:

| For | Against | Abstain | Broker Non-Votes |
|------------|----------------|----------------|-------------------------|
| 8,231,911 | 69,250 | 0 | 0 |

The Charter Proposals – To approve amendments to Motion’s current amended and restated certificate of incorporation, to:

a. provide for one class of common stock as opposed to the two series of common stock under Motion’s existing certificate of incorporation (the “Existing Charter”). The following is a tabulation of the votes with respect to this proposal, which was approved by Motion’s stockholders:

| For | Against | Abstain | Broker Non-Votes |
|------------|----------------|----------------|-------------------------|
| 8,231,900 | 69,526 | 5 | 0 |

b. increase the number of authorized shares of common stock from 50,000,000 shares to 500,000,000 shares and increase the number of authorized shares of preferred stock from 1,000,000 shares to 50,000,000 shares. The following is a tabulation of the votes with respect to this proposal, which was approved by Motion’s stockholders:

| For | Against | Abstain | Broker Non-Votes |
|------------|----------------|----------------|-------------------------|
| 8,231,900 | 69,531 | 0 | 0 |

c. require an affirmative vote of holders of at least two-thirds (66⅔%) of the voting power of all of the then outstanding shares of voting stock following the consummation of the Transactions to amend, alter, repeal or rescind certain provisions of the proposed amended and restated certificate of incorporation (the “Proposed Charter”). The following is a tabulation of the votes with respect to this proposal, which was approved by Motion’s stockholders:

| For | Against | Abstain | Broker Non-Votes |
|------------|----------------|----------------|-------------------------|
| 8,231,905 | 69,526 | 0 | 0 |

d. require an affirmative vote of holders of at least two-thirds (66⅔%) of the voting power of all of the then outstanding shares of voting stock of following the consummation of the Transactions for stockholders to amend, alter, repeal or rescind any provision of the bylaws. The following is a tabulation of the votes with respect to this proposal, which was approved by Motion’s stockholders:

| For | Against | Abstain | Broker Non-Votes |
|------------|----------------|----------------|-------------------------|
| 8,231,905 | 69,526 | 0 | 0 |

e. provide for the removal of directors with cause only by stockholders voting at least two-thirds (66⅔%) of the voting power of all of the then outstanding shares of voting stock of following the consummation of the Transactions. The following is a tabulation of the votes with respect to this proposal, which was approved by Motion’s stockholders:

| For | Against | Abstain | Broker Non-Votes |
|------------|----------------|----------------|-------------------------|
| 8,231,900 | 69,531 | 0 | 0 |

f. provide that actions of stockholders must be taken at a duly called annual or special meeting of stockholders and may not be effected by written consent unless such action is recommended or approved by all members of the board of directors then in office. The following is a tabulation of the votes with respect to this proposal, which was approved by Motion’s stockholders:

| For | Against | Abstain | Broker Non-Votes |
|------------|----------------|----------------|-------------------------|
| 8,231,895 | 69,531 | 5 | 0 |

g. provide that special meetings of the stockholders may be called only by or at the direction of the board of directors, the chairman of the board of directors, or the chief executive officer. The following is a tabulation of the votes with respect to this proposal, which was approved by Motion’s stockholders:

| For | Against | Abstain | Broker Non-Votes |
|------------|----------------|----------------|-------------------------|
| 8,231,905 | 69,526 | 0 | 0 |

h. provide that any increase or decrease in the number of authorized shares of any class or classes of stock (but not below the number of shares then outstanding) requires the affirmative vote of the holders of the majority of the voting power of the stock entitled to vote generally in the election of directors. The following is a tabulation of the votes with respect to this proposal, which was approved by Motion’s stockholders:

| For | Against | Abstain | Broker Non-Votes |
|------------|----------------|----------------|-------------------------|
| 8,231,900 | 69,526 | 5 | 0 |

i. replace the Existing Charter with the Proposed Charter and remove the various provisions applicable only to special purpose acquisition companies that will no longer be applicable to Motion after the consummation of the Transactions, including the elimination of Article IX (Business Combination Requirements) from the Existing Charter and changing Motion’s name from “Motion Acquisition Corp.” to “DocGo Inc.” immediately following the effective time of the Merger (the “Effective Time”). The following is a tabulation of the votes with respect to this proposal, which was approved by Motion’s stockholders:

| For | Against | Abstain | Broker Non-Votes |
|------------|----------------|----------------|-------------------------|
| 8,231,900 | 69,526 | 5 | 0 |

The Director Election Proposal — To elect seven directors to the board of directors of Motion to serve following the consummation of the Merger. The following is a tabulation of the votes with respect to each director elected at the Meeting:

| Director | For | Withheld | Broker Non-Vote |
|------------------|------------|-----------------|------------------------|
| Stan Vashovsky | 8,231,875 | 0 | 69,556 |
| Chris Fillo | 8,017,478 | 0 | 283,953 |
| Ely D. Tandler | 8,047,558 | 0 | 253,873 |
| Ira Smedra | 8,300,895 | 0 | 536 |
| Steven Katz | 8,300,895 | 0 | 536 |
| James M. Travers | 8,047,558 | 0 | 253,873 |
| Michael Burdick | 8,047,558 | 0 | 253,873 |

The NASDAQ Proposal – To approve the issuance of New DocGo Common Stock in the Merger in an amount greater than 20% of the number of shares of Motion Common Stock before such issuances and the issuance of New DocGo Common Stock resulting in a change of control of Motion, as such approval is required by the rules of the Nasdaq Stock Market. The following is a tabulation of the votes with respect to this proposal, which was approved by Motion’s stockholders:

| For | Against | Abstain | Broker Non-Votes |
|------------|----------------|----------------|-------------------------|
| 8,231,972 | 69,939 | 0 | 0 |

The Incentive Plan Proposal – To approve the DocGo Inc. 2021 Stock Incentive Plan. The following is a tabulation of the votes with respect to this proposal, which was approved by Motion’s stockholders:

| For | Against | Abstain | Broker Non-Votes |
|------------|----------------|----------------|-------------------------|
| 7,494,547 | 806,884 | 0 | 0 |

Because each of the foregoing proposals were approved and because Motion and DocGo did not anticipate requiring additional time to complete the Merger, the proposal to adjourn the Meeting to a later date or dates was not presented at the Meeting.

Item 7.01. Regulation FD Disclosure.

On November [2], 2021, Motion and DocGo issued a press release announcing the results of the Meeting. The press release is attached as Exhibit 99.1 hereto.

The information set forth under this Item 7.01, including the exhibit hereto, is intended to be furnished and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (“Exchange Act”) or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended (“Securities Act”) or the Exchange Act, except as expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits:

| Exhibit | Description |
|----------------|---|
| 10.1 | A&R Sponsor Agreement, dated November 4, 2021, by and among Motion Acquisition Corp., Motion Acquisition LLC and Ambulz, Inc. |
| 99.1 | Press release, dated November 2, 2021. |
| 104 | Cover Page Interactive Data File (embedded within the Inline XBRL document). |

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

MOTION ACQUISITION CORP.

Dated: November 4, 2021

By: /s/ Michael Burdick

Name: Michael Burdick

Title: Chief Executive Officer

**AMENDED AND RESTATED
SPONSOR AGREEMENT**

This AMENDED AND RESTATED SPONSOR AGREEMENT (the "A&R Sponsor Agreement"), dated as of November 4, 2021, is entered into by and between Motion Acquisition LLC, a Delaware limited liability company ("Sponsor"), Motion Acquisition Corp., a Delaware corporation ("Parent"), and Ambulnz, Inc., a Delaware corporation (the "Company").

WITNESSETH:

WHEREAS, Parent, the Company, and Motion Merger Sub Corp., a Delaware corporation and direct wholly owned subsidiary of Parent ("Merger Sub"), entered into that certain Agreement and Plan of Merger, dated as of March 8, 2021 (the "Merger Agreement"), pursuant to which Merger Sub will merge with and into the Company with the Company surviving as a wholly owned subsidiary of Parent (the "Merger");

WHEREAS, concurrently with the entry into the Merger Agreement, the Sponsor, Parent and the Company entered into that certain sponsor agreement (the "Sponsor Agreement"), whereby Sponsor agreed to waive certain of its anti-dilution and conversion rights with respect to its holdings of Class B Common Stock, par value \$0.0001, of the Parent (the "Parent Class B Common Stock");

WHEREAS, on August 24, 2021, the Sponsor elected to convert all 2,875,000 shares of Parent Class B Common Stock owned by the Sponsor into an aggregate of 2,875,000 shares of Class A Common Stock, par value \$0.0001, of Parent (the "Parent Class A Common Stock") on a one-to-one basis; and

WHEREAS, the parties to the Sponsor Agreement desire to amend and restate the Sponsor Agreement to, among other things, reflect certain potential forfeitures and deferrals of Parent Class A Common Stock by the Sponsor;

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Merger Agreement.
 2. [Reserved].
 3. Contingent Forfeitures and Deferrals.
 - (a) Contingent Forfeitures. Prior to, and conditioned upon, the Effective Time, Sponsor shall, automatically and without any further action by Sponsor or Parent forfeit an amount of Parent Class A Common Stock equal to (i) (x) the amount of redemptions from that certain trust account ("Trust"), maintained by the Continental Stock & Transfer Company ("Continental") for the benefit of the stockholders of Parent, by the stockholders of Parent as of immediately prior to the Effective Time (and prior to any distributions from Trust) in excess of the Redemption Threshold, divided by (y) the total amount in Trust immediately prior to the Effective Time (and prior to any distributions from Trust) less the Redemption Threshold, then multiplied by (ii) 1,250,000.
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- (b) *Contingent Deferrals.* Prior to, and conditioned upon, the Effective Time, Sponsor shall, automatically and without any further action by Sponsor or Parent deposit an amount of Parent Class A Common Stock into the escrow account (“Escrow”) to be established pursuant to that certain Sponsor Escrow Agreement (the “Sponsor Escrow Agreement”) to be entered into immediately prior to the Effective Time by and among, Parent, Sponsor and Continental, equal to (i) (x) the amount of redemptions from Trust by the stockholders of Parent as of immediately prior to the Effective Time (and prior to any distributions from Trust) in excess of the Redemption Threshold *divided by* (y) the total amount in Trust immediately prior to the Effective Time (and prior to any distributions from Trust) *less* the Redemption Threshold, then *multiplied by* (ii) 675,000. Such shares of Parent Class A Common Stock deposited into Escrow shall constitute Additional Earnout Shares (as defined in the Sponsor Escrow Agreement) and shall vest in accordance with the terms set forth in the Sponsor Escrow Agreement. For purposes of this A&R Sponsor Agreement, the “Redemption Threshold” shall be an amount, determined in good faith by Parent and the Company within one Business Day prior to the Closing, equal to (i) the proceeds actually received by Parent from the PIPE Financing (or any Alternative PIPE Financing), *plus* (ii) the funds contained in the Trust Fund after making the disbursements described in Sections 5.10(b) through 5.10(e) of the Merger Agreement but prior to making the disbursements described in Section 5.10(a) of the Merger Agreement, *minus* (iii) \$175,000,000.
- (c) *Fractional Shares.* Any fractional share required to be forfeited or deferred pursuant to Sections 3(a) or 3(b) shall be rounded to the nearest whole share as follows: (i) one share of Parent Class A Common Stock if the share of Parent Class A Common Stock is equal to or exceeds 0.50 or (ii) no share of Parent Class A Common Stock if the fractional share of Parent Class A Common Stock is less than 0.50.
- (d) *Waiver of the Minimum Cash Condition.* The Company hereby agrees to waive the Minimum Cash Closing Condition pursuant to Section 6.3(e) of the Merger Agreement, provided that, the final aggregate of the amounts contemplated under Section 5.10(b)-(e) of the Merger Agreement does not exceed \$29 million.

4. Sponsor Representations and Warranties. The Sponsor hereby represents and warrants as of the date hereof as follows:

- (a) The Sponsor holds 2,875,000 shares of Parent Class A Common Stock, and no shares of Parent Class B Common stock are outstanding.
- (b) The Sponsor has all requisite power and authority to execute and deliver this Sponsor Agreement and to consummate the transactions contemplated hereby and to perform all of its obligations hereunder.

- (c) The execution and delivery of this Sponsor Agreement has been, and the consummation of the transactions contemplated hereby have been, duly authorized by all requisite action by the Sponsor.
- (d) This Sponsor Agreement has been duly and validly executed and delivered by the Sponsor and, assuming this Sponsor Agreement has been duly authorized, executed and delivered by the other parties hereto, this Sponsor Agreement constitutes, and upon its execution will constitute, a legal, valid and binding obligation of the Sponsor enforceable against it in accordance with its terms.
5. Successors and Assigns. The Sponsor acknowledges and agrees that the terms of this Sponsor Agreement are binding on and shall inure to the benefit of their respective beneficiaries, heirs, legatees and other statutorily designated representatives. The Sponsor also understands that this Sponsor Agreement, once executed, is irrevocable and binding, and if the Sponsor Transfers any shares of Parent Class A Common Stock held by the Sponsor as of the date of this Agreement prior to giving effect to the waiver and conversion pursuant to Paragraph 2 above, the transferee shall execute a joinder to this Sponsor Agreement in a form reasonably acceptable to the Parent and the Company. As used herein, “Transfer” shall mean the (a) sale or assignment of, offer to sell, hypothecation, pledge, contract or agreement to sell, grant of any option to purchase or otherwise dispose of or agreement to dispose of, directly or indirectly, or establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder with respect to, any security, (b) entry into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise or (c) public announcement of any intention to effect any transaction specified in clause (a) or (b). “Transferred” or “Transferring” shall have a correlative meaning.
6. Termination. This A&R Sponsor Agreement shall terminate, and have no further force and effect, as of the earlier to occur of (a) Closing (after giving effect to Paragraph 2) and (b) the termination of the Merger Agreement in accordance with its terms prior to the Effective Time.
7. Counterparts. This A&R Sponsor Agreement may be executed in counterparts (including by electronic means), all of which shall be considered one and the same agreement and shall become effective when signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.
8. Governing Law. All issues and questions concerning the construction, validity, interpretation and enforceability of this A&R Sponsor Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. The parties hereto (i) all agree that any action, proceeding, claim or dispute arising out of, or relating in any way to, this A&R Sponsor Agreement shall be brought and enforced in the courts of the State of Delaware or the federal courts located in the State of Delaware, and irrevocably submit to such jurisdiction and venue, which jurisdiction and venue shall be exclusive and (ii) waive any objection to such exclusive jurisdiction and venue or that such courts represent an inconvenient forum.
9. Waiver of Jury Trial. EACH PARTY HERETO HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF A PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS PARAGRAPH 9.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Sponsor Agreement as of the date first written above.

MOTION ACQUISITION LLC

Name: _____
Title: _____

MOTION ACQUISITION CORP.

Name: _____
Title: _____

AMBULNZ, INC.

Name: _____
Title: _____

[Signature Page to Amended and Restated Sponsor Agreement]



Motion Acquisition Corp. and DocGo Announce Shareholder Approval Of Business Combination

November 2, 2021 -- (New York, NY) – Motion Acquisition Corp. (“Motion”) (Nasdaq: MOTN), a special purpose acquisition company, and its merger partner Ambulnz, Inc., dba DocGo, a leading provider of Mobile Health services and integrated medical mobility solutions, announced today that their previously-announced business combination was approved by Motion’s stockholders during an Annual Meeting today in which 99% of the votes cast were voted in favor of the business combination. Holders of shares representing approximately 60% of the shares issued in Motion’s initial public offering exercised their redemption rights. The parties will now look to complete the proposed business combination as soon as possible subject to the parties satisfying all other remaining closing conditions.

About DocGo

DocGo is a leading provider of last-mile Mobile Health services and integrated medical mobility solutions. DocGo is disrupting the traditional four-wall healthcare system by providing care at the scale of humanity. DocGo’s innovative technology and dedicated field staff of certified health professionals elevate the quality of patient care and drive business efficiencies for facilities, hospital networks and health insurance providers. With Mobile Health, DocGo empowers the full promise and potential of telehealth by facilitating healthcare treatment, in tandem with a remote physician, in the comfort of a patient’s home or workplace. Together with DocGo’s integrated Ambulnz medical transport services, DocGo is bridging the gap between physical and virtual care. For more information, please visit www.docgo.com.

About Motion Acquisition Corp.

Motion Acquisition Corp. is a special purpose acquisition company (SPAC) founded by a management team and board comprised of seasoned business executives recognized as pioneers in the transportation software and technology sector that possess substantial operating and acquisition experience. Motion is listed on Nasdaq under the ticker symbol “MOTN.” For more information, please visit <https://motionacquisition.com/>.

Additional Information and Where to Find It

This press release relates to a proposed transaction between DocGo and Motion. **Investors and security holders of Motion are urged to read the Registration Statement, which includes a final proxy statement/consent solicitation/prospectus, and any supplements thereto, and all other relevant documents filed or that will be filed with the SEC in connection with the proposed Business Combination as they become available because they will contain important information about DocGo, Motion, and the proposed Business Combination.** Investors and security holders will be able to obtain free copies of the Registration Statement, the proxy statement/consent solicitation/prospectus and all other relevant documents filed or that will be filed with the SEC by Motion, once such documents are filed, through the website maintained by the SEC at www.sec.gov.

The documents filed by Motion with the SEC also may be obtained free of charge at Motion’s website at <https://motionacquisition.com> or upon written request to Motion’s counsel, Graubard Miller, 405 Lexington Avenue, New York, NY 10174. The information contained on, or that may be accessed through, the websites referenced in this press release is not incorporated by reference into, and is not a part of, this press release.

No Offer

This press release shall not constitute an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of any securities in any state or jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of such other jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

Cautionary Statement Regarding Forward-Looking Statements

This announcement contains forward-looking statements (including within the meaning of Section 21E of the U.S. Securities Exchange Act of 1934, as amended, and Section 27A of the U.S. Securities Act of 1933, as amended) concerning DocGo. These statements include, but are not limited to, statements that address our expected future business and financial performance and statements about (i) our plans, objectives and intentions with respect to future operations, services and products, (ii) our competitive position and opportunities, and (iii) other statements identified by words such as “may”, “will”, “expect”, “intend”, “plan”, “potential”, “believe”, “seek”, “could”, “estimate”, “judgment”, “targeting”, “should”, “anticipate”, “predict” “project”, “aim”, “goal”, “outlook”, “guidance”, and similar words, phrases or expressions. These forward-looking statements are based on management’s current expectations and beliefs, as well as assumptions made by, and information currently available to, management, and current market trends and conditions. Forward-looking statements inherently involve risks and uncertainties, many of which are beyond our control, and which may cause actual results to differ materially from those contained in our forward-looking statements. Accordingly, you should not place undue reliance on such statements. Particular uncertainties that could materially affect current or future results include the ability to satisfy remaining closing conditions and consummate the proposed business combination; possible accounting adjustments made in the process of finalizing reported financial results; any risks associated with global economic conditions and concerns; the effects of global outbreaks of pandemics or contagious diseases or fear of such outbreaks, such as the COVID-19 coronavirus pandemic; competitive pressures; pricing declines; rates of growth in our target markets; our ability to improve gross margins; cost-containment measures; legislative and regulatory actions; the impact of legal proceedings and compliance risks; the impact on our business and reputation in the event of information technology system failures, network disruptions, cyber-attacks, or losses or unauthorized access to, or release of, confidential information; and the ability of the company to comply with laws and regulations regarding data privacy and protection. We undertake no intent or obligation to publicly update or revise any of these forward-looking statements, whether as a result of new information, future events or otherwise.

Investor Contacts:

Blueshirt Capital Advisors
Michael Anderson / Melanie Solomon
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Media Contact:

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Crowe PR
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