

**Rocketstar, Inc. v Miles Space, Inc.**

2026 NY Slip Op 31127(U)

March 24, 2026

Supreme Court, New York County

Docket Number: Index No. 651237/2025

Judge: Andrew Borrok

Cases posted with a "30000" identifier, i.e., 2013 NY Slip Op 30001(U), are republished from various New York State and local government sources, including the New York State Unified Court System's eCourts Service.

This opinion is uncorrected and not selected for official publication.

**SUPREME COURT OF THE STATE OF NEW YORK  
NEW YORK COUNTY**

**PRESENT: HON. ANDREW BORROK** PART 53

*Justice*

-----X

ROCKETSTAR, INC.,

Plaintiff,

- v -

MILES SPACE, INC., WESLEY FALER, BRADLEY  
BERKSON, MICHAEL MOJTAHEDI,

Defendant.

-----X

INDEX NO. 651237/2025

MOTION DATE \_\_\_\_\_

MOTION SEQ. NO. 004

**DECISION + ORDER ON  
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 004) 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 100, 101, 104, 105, 106, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131

were read on this motion to/for PROVISIONAL REMEDY.

Upon the foregoing documents, the Plaintiff's motion seeking a preliminary injunction is GRANTED to the extent set forth below.

This case involves a dispute arising from the alleged consummation of a merger, in which Plaintiff seeks specific performance to, and among other things, compel Miles Space, Inc. (**Miles Space**) to transfer certain intellectual property and stock. Familiarity with the facts is presumed (*see* NYSCEF Doc. No. 56).

Reference is made to a merger agreement (the **Merger Agreement**; NYSCEF Doc. No. 79), by and between the Plaintiff, Miles Space, and RS Merger Corp. (**RS**), dated as of October 2023. As relevant, in contemplation of the merger, the Plaintiff made financial representations for the fiscal years that ended on December 31, 2021 and December 31, 2022 to Miles Space:

(a) The Company has previously delivered to Parent true and complete copies of its: (i) balance sheets and statements of income, retained earnings and cash flows as of and for its fiscal years ended December 31, 2021 and 2022, including all applicable footnotes; and (ii) unaudited interim balance sheets and statements of income, retained earnings and cash flows as of and for the 6-month period ended June 30, 2023 (the “Current Company Financial Statements” and, together with the items described in clause (i) above, the “Company Financial Statements”). The Company Financial Statements present fairly in all material respects the financial condition of the Company as at the end of the covered periods and the results of its operations and its cash flows for the covered periods. The Company Financial Statements were prepared in accordance with generally accepted accounting principles, applied on a consistent basis throughout the covered periods, subject, in the case of the Current Company Financial Statements, to year-end audit adjustments and the lack of footnotes and other presentation items.

(*id.* § 5.4[a]). The parties agreed that the Plaintiff was not making any representations regarding Rocketstar, Inc. (**Rocketstar**)’s financial health beyond those made in the Merger Agreement:

Except for the representations and warranties contained in this Article 5, neither Parent, Merger Sub, nor or any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Parent or Merger Sub, or any representation or warranty arising from statute or otherwise in Legal Requirements

(*see id.* § 5.8).

The Plaintiff moves for a preliminary injunction restraining Miles Space from selling or otherwise encumbering its assets, including certain intellectual property whose ownership is the subject of this action, or any equity stock of Miles Space in which Defendant Wesley Faler has an interest. The Plaintiff alleges that, pursuant to the Merger Agreement, it is the rightful owner of Miles Space’s intellectual property and stock. Significantly, Miles Space has filed articles of dissolution (NYSCEF Doc. No. 96), Defendant Michael Mojtahedi has obtained a default judgment against Miles Space and Faler in Florida (NYSCEF Doc. Nos. 124 & 125), and Faler previously informed the Court that he may file for bankruptcy (NYSCEF Doc. No. 33).

A party seeking a preliminary injunction must demonstrate (i) a probability of success on the merits, (ii) danger of irreparable harm in the absence of an injunction, and (iii) a balance of the equities in their favor (*Nobu Next Door, LLC v Fine Arts Housing, Inc.*, 4 NY2d 839, 840 [2005]). Significantly, “even when facts are in dispute, nisi prius court can find that plaintiff has likelihood of success on merits, from evidence presented, though such evidence may not be conclusive” (*Ma v Lien*, 198 AD2d 186, 187 [1st Dept 1993]).

In opposition, the Defendants argue that the Plaintiff is not entitled to a preliminary injunction because, among other things, (i) a condition precedent of the merger that required the establishment of a merger subsidiary (RS) was not satisfied, (ii) the Defendants relied on the Plaintiff’s alleged misstatements regarding the Rocketstar’s financial circumstances and its willingness to commit \$2 million in funding, and (iii) that the dissolution has not resulted in and is not intended to result in any dissipation of assets or transfer of the intellectual property at the subject of this litigation. The Defendants’ arguments fail.

The Plaintiff has demonstrated a sufficient likelihood of success on the claim that it holds ownership rights in the disputed intellectual property and interest in the disputed stock under the Merger Agreement. Although Miles Space contends that the condition precedent requiring the establishment of RS was not satisfied, the merger plan was in fact executed by RS (NYSCEF Doc. No. 79 at 47). In addition, and to the extent that the Defendants allege fraudulent misrepresentation, the parties explicitly agreed that the only representations that Rocketstar was making with respect to the contemplated merger were

those that were acknowledged in the Merger Agreement (*see id.* §§ 5.4, 5.8). None of those appear to be fraudulent (*see Nobu Next Door, LLC*, 4 NY2d at 840; *Ma*, 198 AD2d at 187).

Secondly, the Plaintiff has demonstrated irreparable harm of the sale, transfer, pledge or other encumbrance of the disputed property prior to a determination of ownership based on Faler's statements indicating a potential bankruptcy filing, Miles Space's ongoing dissolution, and the alleged collusion with Mr. Mojtahedi.

The Plaintiff also demonstrates that the balance of equities favors the Plaintiff (*id.*). The requested relief is narrowly tailored to preserve the status quo.

Accordingly, the Plaintiff is entitled to an injunction preliminarily enjoining Miles Space and Faler from selling or otherwise encumbering the assets of Miles Space, or any equity stock of Miles Space, in which Faler has an interest (*id.*).

The Plaintiff nevertheless is not entitled to filing costs and reasonable attorneys' fees.

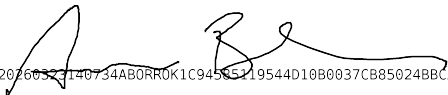
The Court has considered the parties' remaining arguments and finds them unavailing.

Accordingly, it is hereby

ORDERED that the branch of the Plaintiff's motion (Mtn. Seq. No. 004) seeking an order preliminarily enjoining Miles Space, Inc., and Wesley Faler from selling or otherwise encumbering the assets of Miles Space, Inc., or any equity stock of Miles Space, Inc., in which Defendant Wesley Faler has an interest is GRANTED; and it is further

ORDERED that the undertaking is fixed in the sum of \$5,000, which sum the Plaintiff shall post no later than May 14, 2026; and it is further

ORDERED that that the branch of the Plaintiff's motion (Mtn. Seq. No. 004) seeking filing costs and reasonable attorneys' fees is DENIED.

  
20260323140734AB0RR0K1C94585119544D10B0037CB85024BBCA

3/24/2026  
**DATE**

CHECK ONE:

CASE DISPOSED  
GRANTED  DENIED  
SETTLE ORDER  
INCLUDES TRANSFER/REASSIGN

NON-FINAL DISPOSITION  
GRANTED IN PART  
SUBMIT ORDER  
FIDUCIARY APPOINTMENT

OTHER  
REFERENCE

APPLICATION:

CHECK IF APPROPRIATE: