

iQuanti, Inc. v RTW Retailwinds Acquisition LLC

2024 NY Slip Op 33824(U)

October 24, 2024

Supreme Court, New York County

Docket Number: Index No. 654381/2022

Judge: Emily Morales-Minerva

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This opinion is uncorrected and not selected for official publication.

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

PRESENT: HON. EMILY MORALES-MINERVA PART 42M

Justice

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IQUANTI, INC.

INDEX NO. 654381/2022

Plaintiff,

- v -

DECISION AND ORDER
UPON INQUEST

RTW RETAILWINDS ACQUISTION LLC,

Defendant.

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APPEARANCES:

Hubell & Associates, LLC, New York, NY (Richard A. Hubell, Esq., of counsel), for plaintiff.

HON. EMILY MORALES-MINERVA, J.S.C.

In this action for, among other things, breach of contract and account stated, the Court held an inquest on damages in Part 42, 111 Centre Street, New York, NY, on October 24, 2024, at 10:00 AM.¹ At the call of the calendar, counsel for plaintiff IQUANTI appeared. However, defendant RTW RETAILWINDS ACQUISTION, LLC, did not appear and did not contact the Court with an excuse or a request for an adjournment.

Plaintiff provided the Court with proof of service of this Court's Order, September 06, 2024, that, among other things,

¹See New York State Courts Electronic Filing System [NYSCEF], doc no. 61, decision and order, dated September 06, 2024 [granting plaintiff an order of summary judgment as to defendant's liability for breach of contract and for account stated, and scheduling an inquest]).

OTHER ORDER – NON-MOTION

determined defendant's liability and scheduled this inquest (see NY St Cts Elec Filing [NYSCEF] Doc. No. 62, notice of entry and affirmation of service, dated September 12, 2024, at 5).

Plaintiff also called witness Viswanatha Sastry Rachakonda, it's Chief Executive Officer, who testified under oath. Through said witness plaintiff introduced, and the Court admitted into evidence, the following documents: (1) a copy of this court's decision and order, dated September 06, 2024 (plaintiff's exhibit 1); (2) a copy of the Master Services Agreement between plaintiff and defendant RTW RETAIL WINDS ACQUISTION, LLC, executed November 09, 2020 (plaintiff's exhibit 2); (3) a copy of the Statement of Work between plaintiff and defendant RTW RETAIL WINDS ACQUISTION, LLC (plaintiff's exhibit 3); (4) a copy of the "Schedule of Pending IQuanti invoices from RTW Retailwinds Acquisitions LLC," showing an outstanding balance of \$390,918.80 (plaintiff's exhibit 4); (5) copies of invoices addressed from plaintiff to defendant stating amounts charged and due, dated separately as April 12, 2022, May 06, 2022, and May 25, 2022, and totaling \$390,918.80 (plaintiff's exhibit 5); (6) copies of e-mails from plaintiff's billing department discussing the outstanding amount and invoices, dated separately as May 23, 2022, May 30, 2022, June 06, 2022, June 16, 2022, June 22, 2022, June 27, 2022, July 04, 2022, July 05, 2022, July 11, 2022, July 13, 2022, July 18, 2022, July 21, 2022

(plaintiff's exhibit 6); (7) a copy of a demand for payment, from plaintiff's former counsel to defendant, dated August 17, 2022, seeking payment in the amount of \$390,918.80 (plaintiff's exhibit 7); and (8) a copy of a note entitled "Iquanti v RTW LEGAL FEES," undated, providing a total of \$48,217.35 in legal fees invoices from plaintiff's "Blank Rome LLP" who does not represent plaintiff here and "Hubell Law" who is counsel of record (plaintiff's exhibit 8).

Thereafter, plaintiff concluded its presentation and closed its case, submitting that it proved damages in the amount of \$390,918.80 and attorneys' fees in the amount of \$48,217.35.

On the record, the Court clarified that the inquest was solely for damages on defendant's liability for breach of contract and account stated. This Court did not grant plaintiff an order of summary judgment on attorneys' fees, and said issue is not before the Court. After such clarification, the Court reserved decision.

Now, upon consideration of the credible testimony of Viswanatha Sastry Rachakonda (see generally Green v Bermudez-Thrush, 60 Misc 3d 130[A], *1-2 [App Term 2018] [discussing the trial court's "better perspective from which to assess" testimony]), and the evidence admitted, the Court finds that plaintiff established damages in the amount of \$390,918.80, plus statutory interest.

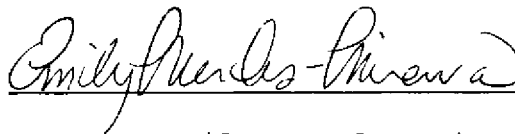
Accordingly, it is

ORDERED that the Clerk shall enter judgment in favor of plaintiff iQuanti, Inc. and against defendant RTW RETAILWINDS ACQUISITION, LLC, on the first (breach of contract) and fourth (account stated) causes of action, in the amount of \$390,918.80 plus statutory interest from the date of this order; and it is further

ORDERED that plaintiff shall serve defendant with a copy of this order with notice of entry within ten days of such entry.

This Constitutes the Decision and Order of the Court.

DATE: October 24, 2024



Hon. Emily Morales-Minerva, J.S.C.