SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: PART 41M

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ANGELICA FUENTES,

Plaintiff,

- v -

REV WORLDWIDE, INC.,

Defendant.

INDEX NO. 659495/2024

MOTION DATE 12/19/2024, 12/06/2024, 04/28/2025

MOTION SEQ. NO. 001 002 003

DECISION + ORDER ON MOTION

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HON. NICHOLAS W. MOYNE:

The following e-filed documents, listed by NYSCEF document number (Motion 001) 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 42, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 56, 58, 67, 68, 69, 70, 105

were read on this motion to/for ORDER OF ATTACHMENT.

The following e-filed documents, listed by NYSCEF document number (Motion 002) 2, 44, 55, 57, 59, 60, 61, 62, 63, 64, 65, 66, 71

were read on this motion to/for JUDGMENT - SUMMARY IN LIEU OF COMPLAINT.

The following e-filed documents, listed by NYSCEF document number (Motion 003) 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 106, 107, 108, 114, 115, 116, 117, 118, 119, 120, 121, 122

were read on this motion to/for CONTEMPT.

Upon the foregoing documents, it is

The Court now considers the following motions filed by plaintiff, Angelica Fuentes ("Fuentes"): Motion Sequence 002: the plaintiff's motion for summary judgment in lieu of complaint; Motion Sequence 001: the plaintiff's motion, brought by order to show cause, for a prejudgment attachment; and Motion Sequence 003: the plaintiff's motion for an order of contempt. The Court, having reviewed the submissions filed herein including all relevant moving papers and exhibits, and following conducting hearings and/or argument in this matter, finds that Motion Sequence 002 is granted, Motion Sequence 001 is granted, and Motion Sequence 003 is granted, to the extent set forth below.

The underlying action arises out of a settlement agreement executed between the parties on or around October 29, 2024, under which the defendant, Rev Worldwide, Inc. (“Rev”), failed to meet payment obligations. It is alleged that in 2013 and then through 2014, Fuentes loaned money to Rev, a financial technology startup, executing a series of secured convertible promissory notes (the "Original Secured Notes") for each of the loans and totaling approximately $4 million in principal. The Original Secured Notes underwent a series of amendments and restatements, including the “Amended and Restated Secured Convertible Promissory Note (2022 Secured Convertible Note)” (“2022 Note”), under which Rev repeatedly failed to make the required payments.

Thereafter, in or around July 2024, Fuentes threatened to file suit against Rev for claims involving Rev’s breach of this 2022 Note. To avoid litigation, Rev and Fuentes entered into the subject Settlement Agreement, signed by the parties on October 29, 2024. Under the terms of the Settlement Agreement, Rev agreed to pay Fuentes a total of $3,430,480 in two installments: (I) the first agreed-upon installment payment was for $2,045,000, due on November 27, 2024; and (II) the second agreed-upon installment payment was for 1,385,048, due on or before November 1, 2025. Fuentes asserts that Rev failed to make the first payment in the required full amount on November 27, 2024, instead, only paying Fuentes, via wire transfer, the amount of $75,000 on that date. Therefore, Rev owed Fuentes the outstanding amount of $1,970,000.

Accordingly, plaintiff commenced this action on December 6, 2024, pursuant to CPLR § 3213, filing a motion for summary judgment in lieu of complaint to collect monies owed and to enforce the Settlement Agreement. Plaintiff then also filed a motion, pursuant to CPLR §§ 6201(1) and (3), seeking prejudgment attachment and/or restraining up to $1,970,000 of Rev’s assets. On January 29, 2025, this Court issued an Interim Attachment Order restraining "up to $1,970,000 ... including any cash assets held in the bank account(s) owned directly or indirectly by Rev" until February 13, 2025 (NYSCEF Doc. No. 54). By Order from the bench on February 13, 2025, the attachment was again extended and remains/remained in effect to date. On April 28, 2025, plaintiff filed a motion for contempt, pursuant to CPLR § 5251, alleging that Rev violated the Order of Attachment issued by this Court.

Motion for Summary Judgment in Lieu of Complaint (Motion Sequence No. 2)

In Motion Sequence 002, plaintiff moved for an order, pursuant to CPLR § 3213, granting summary judgment in lieu of a complaint in favor of plaintiff and against the defendant in the amount of $1,970,000, plus interest and fees, allegedly owed pursuant to the parties' settlement agreement. CPLR § 3213 provides that when an action is based upon an instrument for the payment of money only, such claims may "be brought on by 'motion-action' for summary judgment, bypassing pleading, motion and discovery delays" (*Schulz v Barrows*, 94 NY2d 624, 628 [2000] [internal citations omitted]). "The statute allows a plaintiff an expedited procedure for entry of a judgment by filing and service of a summons and a set of motion papers that contain sufficient evidentiary detail for the plaintiff to establish entitlement to summary judgment" (*Sea Trade Mar. Corp. v Coutsodontis*, 111 AD3d 483, 484 [1st Dept 2013] [internal citations omitted]). "The prototypical example of an instrument within the ambit of [CPLR 3213] is ... a negotiable instrument for the payment of money – an unconditional promise to pay a sum certain, signed by the maker and due on demand or at a definite time" (*P1 Finance v Evergreen Builders & Construction Services, Inc.*, 232 AD3d 549, 550 [1st Dept 2024], quoting *Weissman v Sinorm Deli, Inc.*, 88 NY2d 437, 444 [1996] [internal quotations omitted]).

In this case, the parties' Settlement Agreement qualifies as an instrument for the payment of money only, as required under the CPLR § 3213 statute. A settlement agreement may qualify as an instrument for the payment of money only and establishing the right to expedited relief where it is shown that the agreement contains an unconditional promise by the defendant to pay and requires no additional performance by the plaintiff as a condition precedent to payment or made defendant's promise to pay something other than unconditional (*see LFR Collections LLC v Tammy Tran Attorneys at Law, LLP*, 238 AD3d 490 [1st Dept 2025]; *Park Union Condominium v 910 Union St., LLC*, 140 AD3d 673, 674 [1st Dept 2016]; *Alessina v El Gauchito II, Corp.*, 220 AD3d 645, 647 [2d Dept 2023]). Here, the Settlement Agreement contains an unconditional, irrevocable, and absolute promise by Rev to pay the plaintiff the amount of $3,430,480, requiring payment to be made in specified installments. The Settlement Agreement contains no additional performance by Fuentes as a condition precedent to payment, requiring that Rev make the required payments in accordance with the "Payment Plan" therein.

Accordingly, the plaintiff established her prima facie burden of entitlement to summary judgment in lieu of a complaint by submitting proof of the parties' executed Settlement Agreement, an affidavit by plaintiff, and supporting documents showing Rev's failure to pay the first installment as required in the amount of $2,045,000, instead paying only $75,000, leaving a balance of $1,970,000 due and owing (*see 27 W. 72nd St. Note Buyer LLC v Terzi*, 194 AD3d 630, 631 [1st Dept 2021]). Accordingly, plaintiff has met her burden of conclusively showing that the Settlement Agreement contained an unconditional promise or obligation by Rev to pay and that Rev defaulted by failing to make payment under the terms.

Once a plaintiff has met their prima facie burden, "[t]hereafter, the burden shifts to the defendant to establish, by admissible evidence, the existence of a triable issue with respect to a bona fide defense" (*Cooperatieve Centrale Raiffeisen-Boerenleenbank, B.A. v Navarro*, 25 NY3d 485, 492 [2015] [internal quotation marks omitted]). In opposition to the motion, Rev has failed to raise a triable issue of fact as to a defense to the instrument. Rev first argues that the Settlement Agreement falls outside the scope of CPLR § 3213 because it mentions and therefore incorporates by reference, the terms of the underlying 2022 Note. Specifically, Rev relies on the language of the 2022 Note which requires the consent of a Majority in Interest of Noteholders to declare a default or bring suit for payment. Rev contends that as the plaintiff has not submitted anything demonstrating she received such consent, which is a condition precedent, the Settlement Agreement falls outside the ambit of CPLR § 3213. However, this defense is unavailing for several reasons.

First, the Settlement Agreement explicitly states that Rev "waives and relinquishes any and all rights ... to rescind, vacate, or otherwise challenge this Agreement (including its making or enforceability)… or breach of any obligations or duties which any Party owed, or may have owed, any other Party from the beginning of time to the date of this Agreement" (NYSCEF Doc. No. 4 ¶ 8). This express waiver of defenses bars Rev from now attempting to raise a broad range of defenses involving the 2022 Note and Settlement Agreement, including that the Settlement Agreement is unenforceable due to alleged issues relating to the underlying Note (*see Cooperatieve Centrale Raiffeisen-Boerenleenbank, B.A. v Navarro*, 25 NY3d 485, 493 [2015]; *Arbor-Myrtle Beach PE LLC v Frydman*, 202 AD3d 464, 465 [1st Dept 2022] [a defendant's waiver of all defenses to the performance of obligations under the instrument is enforceable]).

Second, the Settlement Agreement contains a broad merger clause provision stating that "[t]his Agreement contains the full and complete agreement between the Parties, supersed[ing] any prior understandings" (NYSCEF Doc. No. 4 ¶ 11). The merger clause serves to defeat Rev's argument that the consent requirement in the Note was somehow incorporated by reference into the Settlement Agreement (*see Unclaimed Prop. Recovery Serv., Inc. v UBS PaineWebber Inc.*, 58 AD3d 526 [1st Dept 2009]). The fact that an agreement may have been part of a larger transaction does not bar accelerated treatment (*Arbor-Myrtle Beach PE LLC v Frydman*, 202 AD3d 464, 465 [1st Dept 2022]), and when read as a whole, the Settlement Agreement is perfectly clear and unambiguous as to the terms and obligations of the parties (*Tongkook Am., Inc. v Bates*, 295 AD2d 202 [1st Dept 2002]). The Settlement Agreement says nothing about incorporating by reference the terms or conditions of the 2022 Note, including the consent requirements, and relying on the terms of the 2022 Note would be improper (*see W.W.W. Assoc. v Giancontieri*, 77 NY2d 157, 163 [1990] ["extrinsic and parol evidence is not admissible to create an ambiguity in a written agreement which is complete and clear and unambiguous upon its face]). The fact that the Settlement Agreement mentions the 2022 Note at all is simply because it was a dispute over that very document that the parties agreed to resolve in the Settlement Agreement, which is a superseding agreement. Since the Settlement Agreement explicitly waives all challenges to enforceability and contains a merger clause, the specific terms of the Note requiring majority consent were deliberately excluded. Accordingly, Rev has failed to raise a triable issue of fact or a valid defense to nonpayment under the Settlement Agreement.

The plaintiff is entitled to summary judgment against Rev Worldwide, Inc. in the amount of $1,970,000, plus accrued interest at the statutory rate from the date this action was filed. As the prevailing party in this action to enforce the provisions of the Settlement Agreement, the plaintiff is also entitled to reasonable attorneys' fees and costs incurred in this proceeding.

Motion for Prejudgment Attachment (Motion Sequence No. 1)

Although judgment has been granted in favor of the plaintiff, the Court must also address the provisional remedy of the attachment and its continuation, which secures the satisfaction of the judgment. To warrant attachment under CPLR § 6212, "[t]he plaintiff must show a viable cause of action and the probability that it will succeed on the merits, that one or more grounds exist for attachment as set forth in CPLR [§] 6201, and that the amount demanded from the defendant exceeds all counterclaims known to the plaintiff" (*VisionChina Media Inc. v*

Shareholder Representative Services, LLC, 109 AD3d 49, 59 [1st Dept 2013]). The plaintiff established a probability of success on the merits (now a certainty, by virtue of the granting of summary judgment) and met the statutory grounds for attachment under CPLR §§ 6201(1) and (3).

Under CPLR § 6201, attachment may be granted where the plaintiff has demanded and would be entitled to a money judgment against a defendant when, (1) the defendant is a nondomiciliary residing without the state, or is a foreign corporation not qualified to do business in the state; or (3) the defendant, with intent to defraud his creditors or frustrate the enforcement of a judgment that might be rendered in plaintiff's favor, has assigned, disposed of, encumbered or secreted property, or removed it from the state or is about to do any of these acts. Here, plaintiff established both above-mentioned grounds for attachment of bank accounts and/or funds within said accounts.

First, Rev was incorporated in Delaware, maintained a principal place of business in Texas, and was not registered to do business in the state of New York. This alone satisfies the requirement for attachment in accordance with CPLR § 6201(1) (*see Reed Smith LLP v Leed HR, LLC*, 156 AD3d 420, 421 [1st Dept 2017]). Although Rev registered to do business in New York, this occurred after the present action was commenced and in response to plaintiff's motion. Rev's post-attachment action, alone, does not negate the initial basis for the attachment (*see Elton Leather Corp. v First Gen. Res. Co.*, 138 AD2d 132, 135-136 [1st Dept 1988]).

Additionally, given Rev's long documented history of failing to pay creditors, there is an identifiable risk that the defendant will not be able to satisfy the judgment or would attempt actions to avoid paying it (*see 180 Life Scis. Corp. v Tyche Capital LLC*, 216 AD3d 419, 420 [1st Dept 2023]). This history includes over a decade of repeated failures to pay Fuentes as required and Rev's own prior counsel indicating that Rev would be unable to pay the judgment. Furthermore, Rev similarly defaulted on a binding settlement term sheet involving another investor, John J. Mack, in Texas. Considering, the circumstances demonstrate a pattern of non-payment and untrustworthiness (*VisionChina Media Inc. v Shareholder Representative Services, LLC*, 109 AD3d 49, 60 [1st Dept 2013] [when determining an identifiable risk, a Court may consider defendant's financial position, past and present conduct, or a defendant's history of paying creditors]). The attachment order is not mooted by the entry of judgment but continues as

security for execution and satisfaction of the judgment.[1] Therefore, the Interim Order issued January 29, 2025, and extended February 13, 2025, shall continue and/or is now a permanent attachment pending satisfaction of the judgment.

Further, the plaintiff also requested discovery in aid of or in connection with the attachment, claiming this discovery is necessary to identify and secure assets considering that Rev is known to operate through affiliates. CPLR 6220 provides that "the court may order disclosure by any person of information regarding any property in which the defendant has an interest, or any debts owing to the defendant." Specifically, the plaintiff requested limited discovery of, among other items, those including "all records of distributions or payments made to Rev from its former and current subsidiaries Netspend and Ouro Global, Inc., or any other affiliated entities for the last five years."

Non-party, Ouro International, Inc., formerly known as RevWW Holdings, Inc. until November 2023, is a Delaware corporation based in Austin, Texas. Rev is an indirect investor in Ouro International, holding an indirect partial ownership interest. In response to the plaintiff's motion, Ouro has maintained that Rev, Neon Aggregator L.P. (Ouro's ultimate parent company), and Ouro International are separate legal entities with separate assets and corporate governance. Ouro has opposed production, arguing that this Court lacks personal jurisdiction over it and therefore lacks authority to compel disclosure.

During the hearing conducted on July 8, 2025, the Court directed that "Rev, as well as any affiliates, direct/indirect, produce all bank account statements and financial statements from January 29, 2025, to date" within 20 days. The Court made clear that this directive applied equally to and including those records as relating to Ouro.

Now before the Court is whether this Court may permit attachment of the property or compel the production of documents directly from Ouro: a non-party and non-resident entity located in Texas. Since Ouro International is a non-resident corporation organized in Delaware and based in Texas, the Court could not attach its assets unless it obtained personal jurisdiction over Ouro (*see Hotel 71 Mezz Lender LLC v* Falor, 14 NY3d 303, 311 [2010]; *Koehler v Bank of Bermuda*

[1] The plain language of the CPLR is that that "[a]n order of attachment is annulled when … a judgment entered therein in favor of the plaintiff is fully satisfied, or a judgment is entered therein in favor of the defendant" (CPLR § 6224; 30 NY Jur 2d Creditors' Rights § 154 ["As a general rule, an attachment lien continues as security for any judgment the plaintiff may obtain unless the attachment is abandoned, withdrawn, dissolved, or discharged. … The attachment lien continues after entry of judgment for the purpose of being replaced by the lien of an execution"]).

Ltd., 12 NY3d 533, 538 [2009]). Ouro International correctly argues that the Court lacks jurisdiction over it and therefore lacks authority to attach Ouro International's out-of-state assets or compel document production from it directly.

Considering that Ouro has effectively challenged the Court's personal jurisdiction, the Court has no authority over the property it may have in its possession, own, or control for attachment purposes (*see Hotel 71 Mezz Lender LLC v* Falor, 14 NY3d 303, 311 [2010] ["Where personal jurisdiction is lacking, a New York court cannot attach property not within its jurisdiction"]). This Court previously recognized this limitation, noting at the July 8, 2025, hearing that it did not "have any ability right now to do anything with Ouro."

Additionally, because Ouro is both a non-party, a non-resident of New York, and there is no personal jurisdiction, the Court similarly may not compel disclosure from Ouro directly. Pursuant to CPLR § 3120(1)(i), after commencement of an action, any party may serve on any other party a notice but for a non-party, production or inspection of discovery documents may be compelled by serving a subpoena duces tecum (*see Velez v Hunts Point Multi-Serv. Ctr., Inc.*, 29 AD3d 104, 109 [1st Dept 2006] ["If the party seeking the disclosure… wants a nonparty witness to produce for discovery and inspection a paper or other tangible item in his or her possession, the remedy is an outright subpoena under CPLR [§] 3120"]). While a subpoena is necessary to compel disclosure from a nonparty, service of this subpoena must be made within New York or on those parties subject to/over which personal jurisdiction has been maintained by a New York Court (*see Coutts Bank (Switzerland) Ltd. v Anatian*, 275 AD2d 609, 611 [1st Dept 2000] [a New York Court may not direct that a New York subpoena be served outside the state]; Judiciary Law § 2-b). As a New York Court may compel production of documents only from: (i) a party; or (ii) a non-party who has been validly served with a subpoena in New York, [2] neither of which are applicable in this instance to the out-of-state, non-party Ouro, this Court lacks the authority to subpoena or otherwise order Ouro to produce its records of distributions or payments made to Rev.

However, while the Court cannot compel discovery directly from Ouro, there is no valid reason why the Court could not compel the defendant Rev to produce all documents and records in its possession, custody, or control, including

[2] (*see also Piesker v Price Leasing Corp*., 187 AD3d 1660, 1660 [4th Dept 2020] ["New York courts lack the authority to subpoena out-of-state nonparty witnesses"]; *Peterson v Spartan Indus., Inc.*, 40 AD2d 807, 807-08 [1st Dept 1972] ["out-of-state service of ... subpoenas on a nonresident [is] unauthorized and void"]; *Wiseman v Am. Motors Sales Corp*., 103 AD2d 230, 234 [2d Dept 1984] ["service of a subpoena on a nonparty witness outside this State is void because no authorization for such service exists"]; *Matter of Oxycontin II*, 76 AD3d 1019, 1021 [2d Dept 2010)] ["New York courts lack the authority to subpoena out-of-state nonparty witnesses"]).

those records of distribution or payments made to Rev from its former and current subsidiaries including Ouro, or any other affiliated entities. As stated above, the Court may compel a party to produce documents which are within the "possession, custody, or control" of the party (*see* CPLR § 3120; *Commonwealth of Northern Mariana Islands v Canadian Imperial Bank of Commerce*, 21 NY3d 55, 63 [2013]). The Court of Appeals has advised that in the discovery context, the language "possession, custody, control" is a broader standard extending beyond legal ownership or physical possession to encompass constructive possession; meaning the party has the right, authority, or practical ability to obtain the documents from a non-party to the action (*see Commonwealth*, 21 NY3d at 63). This standard allows for discovery from parties that have the practical ability to request from or influence, another party with the desired discovery documents (*Id.*, citing *Bank of New York v Meridien BIAO Bank Tanzania Ltd.*, 171 FRD 135, 146 [SDNY 1997]; *In re NASDAQ Market-Makers Antitrust Litigation*, 169 FRD 493, 530 [SDNY 1996]).

Plaintiff argues that Rev has constructive possession of the requested discovery documents involving Ouro and provided substantial evidence to overcome the contrary assertion that Rev lacks any control over said documents. The Court notes that there is evidence that Rev has claimed that creditors should not worry about payment because "they get all of this money through Ouro or through its ownership stake in Ouro," a statement repeated and/or reiterated by Rev in the separate Texas litigation concerning John J. Mack. The evidence offered suggests Rev relies heavily on Ouro's financial performance and has the practical ability to access or compel the production of relevant financial records necessary to substantiate its claims of liquidity. Similarly, the bank statements obtained by the plaintiff indicate a porous border between Rev and Ouro. Subsequent to the Attachment Order taking effect, the Texas First bank statements show that on February 28, 2025, a $2,000,000 debit, attributed only as a "Debit Memo", was made from Rev's Texas First account. Fuentes has requested proof demonstrating the amount went to Ouro, but Rev has failed to explain this transaction.

Additionally, Roy Sosa, the CEO of Rev, is also allegedly the CEO, Chairman, and Co-Founder of Ouro (according to his LinkedIn profile as of September 11, 2025). Plainly, as a principal for both entities, Mr. Sosa has the practical ability to request the Ouro bank statements for production in this matter. While Ouro argues Mr. Sosa is not a current officer or director for the company, the documentary evidence, statements, and other evidence offered, including the LinkedIn page, demonstrates functional overlap and representation of authority, undermining the denial of control. This Court has already found in this proceeding

that there is sufficient evidence to show that Rev may have dissipated assets or moved funds. Thus, the plaintiff is clearly justified in the request to have Rev produce the bank statements of its affiliated entities. Therefore, given the evidence demonstrating a functional identity between Rev and Ouro's principals and management, Rev's previous statements regarding financial reliance on Ouro assets, and the questionable movement of funds between the entities after the Attachment Order, there is a clear basis to conclude that Rev has the practical ability to obtain records detailing payments or distributions from Ouro, its indirect affiliate or subsidiary.

Considering the above, the discovery requested—specifically the "records of distributions or payments made to Rev from its... Ouro Global, Inc., or any other affiliated entities"—is directly relevant to enforcing a potential judgment, ensuring Rev has not dissipated assets to avoid satisfying its debt to Fuentes, and is necessary to effectuate the attachment. Therefore, in accordance with the language of this Order, Rev is ordered to produce records detailing distributions or payments made by Ouro and its subsidiaries to Rev, as such documents are deemed to be within Rev's control under CPLR § 3120, irrespective of the Court's restriction to compel Ouro directly. Finally, the restraint and attachment shall remain in place until the judgment in favor of Fuentes is fully satisfied.

Motion for Contempt (Motion Sequence No. 3)

In Motion Sequence 003, plaintiff has moved to hold Rev in contempt of the Attachment Order issued by this Court. The plaintiff's motion for contempt is considered under Judiciary Law § 753, not CPLR § 5251- a post-judgment enforcement mechanism. Judiciary Law § 753(a)(3) governs a Court's power to punish for civil contempt(s), providing that a court of record has power to punish, by fine and imprisonment, or either, a neglect or violation of duty, or other misconduct, by which a right or remedy of a party to a civil action pending in the court may be defeated, impaired, impeded, or prejudiced in cases where a party disobeys a lawful mandate of the Court. To find that civil contempt has occurred, it must be established by clear and convincing evidence that: (1) a lawful order of the Court, clearly expressing a mandate was in effect; (2) it must appear with reasonable certainty the order was disobeyed; (3) the party to be held must have had knowledge of the order; and (4) prejudice to the right of a party must be demonstrated (*El-Dehdan v El-Dehdan*, 26 NY3d 19, 29 [2015], citing *McCormick v Axelrod*, 59 NY2d 574, 583 [1983], *amended*, 60 NY2d 652 [1983]).

Here, contempt on behalf of the defendant Rev has been established. The Interim Attachment Order, issued by this Court and dated January 29, 2025, was a clear, unequivocal mandate which remained in effect and restrained the funds held Rev's Bank of America account up to $1,970,000. Rev unequivocally had actual knowledge of the Court's Order yet disobeyed the Order and/or Court's mandate.

This is clearly demonstrated by the fact that on February 13, 2025, Rev's counsel stated there was approximately "$30,000 or $40,000" in the subject account, undisputably belonging to Rev. However, bank statements later showed that by March 31, 2025, the restrained account contained only $1.64. While Rev's counsel relayed that the reduction was due to the inability to prevent "automatic withdrawals for things like payroll and rent". Rev was required to ensure compliance immediately upon issuance of the Attachment Order and therefore, even if the act alleged is unintentional or automatic, the mere act of disobedience is sufficient if it defeats, impairs, impedes, or prejudices the rights of a party. This disobedience clearly prejudiced the rights of Fuentes, impairing her ability to recover the $1,970,000 owed and more specifically, unwillingly losing certainty of entitlement to recovery or security in the estimated $30,000–$40,000 restrained and duly owed.

A fine must be imposed to indemnify the aggrieved party for the actual loss or injury caused by the misconduct, including reasonable and necessary costs and expenses incurred as a result of the contempt. "Legal fees that constitute actual loss or injury as a result of a contempt are routinely awarded as part of the fine" (*Gottlieb v Gottlieb*, 137 AD3d 614, 618 [1st Dept 2016]). The request to restrain the retainer held by Rev's counsel is denied, given that counsel represented that the retainer has been spent. Therefore, in this case the fine shall include:

1. The estimated amount removed from the attached and/or restrained account: $37,265.53;

2. Reasonable attorneys' fees and costs associated with preparing and prosecuting the motion for attachment (Motion Sequence No. 1) and the motion for contempt (Motion Sequence No. 3).

Accordingly, it is hereby:

ORDERED that Motion Sequence 001, the plaintiff's motion for attachment is GRANTED IN PART; to the limited extent that the following limited discovery must be produced by Rev Worldwide, Inc.: (1) All monthly bank statements for any bank accounts owned by Rev for the last five year; (2) All records of distributions or payments made to Rev from its subsidiaries or affiliates, including

Netspend and Ouro Global, Inc., for the last five years; (3)All financial statements for Rev for the last five years; and (4) Any distributions or payments made by Rev to Roy Sosa or Bertrand Sosa; and it is further

ORDERED that the restraint and/or attachment of Rev Worldwide, Inc.'s assets and accounts as previously ordered shall remain in place until the judgment in favor of Fuentes is fully satisfied; and it is further

ORDERED that Motion Sequence 002, the plaintiff's motion for summary judgment in lieu of a complaint is GRANTED, and the Clerk of the Court is directed to enter judgment in favor of plaintiff and against defendant, Rev Worldwide, Inc., in the amount of $1,970,000, together with interest at the statutory rate per annum from the date this action was filed until the date of the Decision and Order on this motion, and thereafter at the statutory rate, as calculated by the Clerk, together with costs and disbursements to be taxed by the Clerk upon submission of an appropriate bill of costs; and it is further

ORDERED that plaintiff is entitled to reasonable attorneys' fees incurred as a result of bringing this action to enforce the Settlement Agreement; and it is further

ORDERED that Motion Sequence 003, the plaintiff's motion to punish the defendant Rev Worldwide, Inc. for civil contempt of court is GRANTED and defendant 's disobedience did actually defeat, impair, impede or prejudice the rights of plaintiff; and it is further

ORDERED that defendant be fined in the amount of $37,265.53 as well as in an amount to be determined by this Court on proper submission of plaintiff's costs and fees in bringing Motion Sequence 001 and 003; and it is further

ORDERED that plaintiff shall submit a proper recitation of its legal costs and fees in bringing this action as stated above and Motion Sequences 001 and 003 within 30 days of the date of this Decision and Order by electronic filing and serving the same on defendant; and it is further

ORDERED that plaintiff is directed to provide and submit a proposed Order and Judgment, prepared in accordance with the directives contained herein, to be electronically filed and sent via email in PDF and Word format to SFC-Part41@nycourts.gov and SFC-Part41-Clerk@nycourts.gov.

This constitutes the Decision and Order of the Court.

Motion Sequence 001:

9/30/2025
DATE

NICHOLAS W. MOYNE, J.S.C.

CHECK ONE:	X	CASE DISPOSED				NON-FINAL DISPOSITION		
		GRANTED		DENIED	X	GRANTED IN PART		OTHER
APPLICATION:		SETTLE ORDER				SUBMIT ORDER		
CHECK IF APPROPRIATE:		INCLUDES TRANSFER/REASSIGN				FIDUCIARY APPOINTMENT		REFERENCE

Motion Sequence 002:

9/30/2025
DATE

NICHOLAS W. MOYNE, J.S.C.

CHECK ONE:	X	CASE DISPOSED				NON-FINAL DISPOSITION		
	X	GRANTED		DENIED		GRANTED IN PART		OTHER
APPLICATION:		SETTLE ORDER				SUBMIT ORDER		
CHECK IF APPROPRIATE:		INCLUDES TRANSFER/REASSIGN				FIDUCIARY APPOINTMENT		REFERENCE

Motion Sequence 003:

9/30/2025
DATE

NICHOLAS W. MOYNE, J.S.C.

CHECK ONE:	X	CASE DISPOSED				NON-FINAL DISPOSITION		
	X	GRANTED		DENIED		GRANTED IN PART		OTHER
APPLICATION:		SETTLE ORDER				SUBMIT ORDER		
CHECK IF APPROPRIATE:		INCLUDES TRANSFER/REASSIGN				FIDUCIARY APPOINTMENT		REFERENCE