

**AKF Inc. v Yoko Acquisitions Corp.**

2025 NY Slip Op 33928(U)

October 10, 2025

Supreme Court, New York County

Docket Number: Index No. 659265/2024

Judge: Alexander M. Tisch

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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. ALEXANDER M. TISCH PART 18**

*Justice*

-----X  
AKF INC., INDEX NO. 659265/2024  
MOTION DATE 04/25/2025  
MOTION SEQ. NO. 002  
Petitioner,

- v -

YOKO ACQUISITIONS CORP., REGINALD LAROCHE,  
YOKO ACQUISITION INTERNATIONAL CORP

**DECISION + ORDER ON  
MOTION**

Respondent.  
-----X

The following e-filed documents, listed by NYSCEF document number (Motion 002) 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37

were read on this motion to/for CONFIRM/DISAPPROVE AWARD/REPORT.

Upon the foregoing documents, petitioner AKF Inc., doing business as Fundkite, seeks, pursuant to Civil Practice Law and Rules § 7510, to confirm an arbitration award against respondents Yoko Acquisitions Corp. d/b/a Peas in a Pod Learning Center / Peas in a Pod 2 / Peas in a Pod Jax, Reginald Laroche, and Yoko Acquisition International Corp (Respondents).

AKF and Yoko Acquisitions Corp. entered into a Revenue Purchase Agreement dated October 11, 2024 (Agreement, attached as exhibit A to the verified petition, NY St Cts Elec Filing [NYSCEF] Doc No. 24). In the Agreement, Yoko Acquisitions Corp. promised AKF \$83,352.00 (Purchased Amount) of its future receivables (Receipts) for an upfront lump sum payment of \$60,400, less applicable fees (Agreement, 1-2). Per the Agreement, Yoko Acquisitions Corp agreed to deposit all Receipts into a designated bank account (Designated Account) accessible to AKF. Every week, AKF was to debit the Designated Account for \$1,894.36, subject to reconciliation, until the Purchased Amount was paid (*id.*).

According to the Agreement, Yoko Acquisitions Corp. would not “(i) change the Designated Account... (iii) revoke [AKF’s] authorization to debit the Designated Account, (iv) close the Designated Account without the express written consent of [AKF’s] or, (v) take any

other action with the intent to interfere with [AKF's] right to collect the purchased Receipts" (Agreement, § 2.4). If Yoko Acquisitions Corp. breached the terms of the Agreement, then the outstanding Purchased Amount becomes immediately due to AKF with additional fees and charges including reasonable attorney's fees, costs, and default fees (Agreement, § 3.1 and Appendix A). Reginald Laroche and YOKO ACQUISITION INTERNATIONAL CORP (Guarantors) guaranteed Yoko Acquisitions Corp.'s performance of the Agreement (Agreement, 13-17).

In November 2024, AKF was unable to debit the Designated Account for the agreed-upon amount due to insufficient funds (Bank Notices, attached as exhibit C to the verified petition, NYSCEF Doc No. 26). AKF sought arbitration through Mediation and Civil Arbitration, Inc. d/b/a Rapid Ruling ("Rapid") with Respondents pursuant to the Agreement (Agreement, § 4.14). The arbitrator issued the Final Arbitration Award on April 15, 2025, and awarded AKF \$100,028.10. The award includes the outstanding Purchased Amount (\$79,563.28), default fees (\$19,890.82), and the Commercial Arbitration Claim filing fee (\$575) (Final Arbitration Award, at 6). AKF now seeks confirmation of the arbitration award against the respondents.

Pursuant to CPLR 7510, the Court "shall confirm an [arbitration] award upon application of a party made within one year after its delivery to them, unless the award is vacated or modified upon a ground specified in section 7511." Respondents oppose AFK's motion to confirm the arbitration award and contend the award should be vacated pursuant to CPLR 7511 due to the arbitrator's alleged impartiality.

An application by a party to vacate an arbitration may be granted "if the court finds the rights of that party were prejudiced by ... partiality of an arbitrator appointed as a neutral" (CPLR 7511 [b][1][ii]). "A party seeking to vacate an arbitration award must meet a heavy burden (*North Syracuse Central School District v. North Syracuse Education Association*, 45 N.Y.2d 195, 200, 408 N.Y.S.2d 64, 379 N.E.2d 1193) And the mere inference of partiality...is not

sufficient” (*Rose v J.J. Lowrey & Co.*, 181 AD2d 418 [1st Dept 1992] [internal quotations omitted]) Here, Respondents argue Rapid is the chosen arbitrator in AKF’s Revenue Purchase Agreements. Therefore, Rapid delivers decisions favoring AKF to guarantee AKF’s chooses Rapid as the arbitrator in future Revenue Purchase Agreements. Since Rapid delivers decisions favoring AKF to secure continued business it cannot operate as a neutral party or impartial arbitrator. This Court finds respondent did not prove their rights were prejudiced by the partiality of an arbitrator (*Provenzano v Motor Veh. Acc. Indem. Corp.*, 28 AD2d 528, 528 [1st Dept 1967] [“The mere suggestion of partiality is not sufficient to warrant interference with the arbitrator’s award”]). The Court has considered respondents’ other arguments and finds them to be without merit.

The Court, on review of the award, concludes the amount is rational and not arbitrary or capricious and should be confirmed and a money judgment entered for the petitioner. The money judgment will bear interest from the date of the relevant arbitration award (*see* CPLR 5002; *Board of Educ. of Cent. School Dist. No. 1 of Towns of Niagara, Wheatfield, Lewiston & Cambria v Niagara-Wheatfield Teachers Assn.*, 46 NY2d 553, 558 [1979]; *Dermigny v Harper*, 127 AD3d 685, 686 [2d Dept 2015]; *Matter of Levin & Glasser, P.C. v Kenmore Prop., LLC*, 70 AD3d 443, 446 [1st Dept 2010]; *Matter of Gruberg v Cortell Group, Inc.*, 143 AD2d 39, 39 [1st Dept 1988]).

Accordingly, it is hereby

ORDERED and ADJUDGED that the verified petition (Motion Seq 001) is GRANTED pursuant to CPLR 7510 and the Final Arbitration Award dated April 15, 2025, MCA Claim No. 46081/2024, is confirmed; and it is further

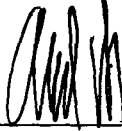
ORDERED that the Clerk of the Court shall enter a money judgment in favor of the petitioner, AKF Inc., doing business as Fundkite, and against the respondents, Yoko Acquisitions Corp. d/b/a Peas in a Pod Learning Center / Peas in a Pod 2 / Peas in a Pod Jax, Reginald Laroche, and Yoko Acquisition International Corp, jointly and severally, in the principal sum of

\$100,028.10, plus interest at 9% per annum from April 15, 2025, as taxed by the Clerk; and it is further;

ORDERED that petitioner shall, within 20 days from entry of this decision, order, and judgment, serve a copy of this order with notice of entry on respondents by mail and the Clerk of the General Clerk's Office (60 Centre Street, Room 119); and it is further

ORDERED that such service upon the Clerk of the General Clerk's Office shall be made in accordance with the procedures set forth in the Protocol on Courthouse and County Clerk Procedures for Electronically Filed Cases (see section J)<sup>1</sup>

This constitutes the decision, order, and judgment of the Court.

<u>10/10/2025</u> DATE	 ALEXANDER M. TISCH, J.S.C.			
CHECK ONE:	<input checked="" type="checkbox"/>	CASE DISPOSED	<input type="checkbox"/>	NON-FINAL DISPOSITION
	<input checked="" type="checkbox"/>	GRANTED	<input type="checkbox"/> DENIED	<input type="checkbox"/> GRANTED IN PART
APPLICATION:	<input type="checkbox"/>	SETTLE ORDER		<input type="checkbox"/> OTHER
CHECK IF APPROPRIATE:	<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN	<input type="checkbox"/>	FIDUCIARY APPOINTMENT
			<input type="checkbox"/>	REFERENCE

<sup>1</sup> The Protocol is accessible at the "E-Filing" page on the court's website: <https://ww2.nycourts.gov/courts/1jd/supctmanh/index.shtml>.