Interasian Digital Tech. Holdings Ltd. v In Jin Moon Park

2025 NY Slip Op 34854(U)

December 15, 2025

Supreme Court, New York County

Docket Number: Index No. 652787/2012

Judge: Arlene P. Bluth

SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: **HON. ARLENE P. BLUTH** **PART** **14**

Justice

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INTERASIAN DIGITAL TECHNOLOGY HOLDINGS LTD.

Plaintiff,

- v -

IN JIN MOON PARK,

Defendant.

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INDEX NO. 652787/2012

MOTION DATE N/A

MOTION SEQ. NO. 014

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 014) 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435

were read on this motion to/for JUDGMENT - SUMMARY.

Plaintiff's motion for summary judgment is granted and defendant's cross-motion for summary judgment dismissing the complaint is denied.

Background

This action concerns plaintiff's effort to recover money it claims that defendant's ex-husband improperly took as part of a financial deal from many, many years ago. That dispute—the one between plaintiff and defendant's ex-husband—was the subject a prior lawsuit from 2010. That case ended in a judgment wherein defendant's ex-husband (Mr. Park) signed an affidavit authorizing plaintiff to enter judgment against him in the amount of $7,196,750 (NYSCEF Doc. No. 45 in Index Number 600006/2010). The transcript referring to that judgment describes it as a settlement (NYSCEF Doc. No. 44 in Index Number 600006/2010). Plaintiff claims, and no one sufficiently disputes, that it has thus far been unable to satisfy that judgment.

The facts of that prior case are relevant here. Mr. Park was facing severe financial difficulties and worked out an agreement with plaintiff wherein a new entity called Praxton would be formed. The operating agreement required plaintiff to contribute $5.5 million to Praxton and it permitted Mr. Park to give a $2 million interest free loan to himself (NYSCEF Doc. No. 392 at 32 and 46 of 184). Mr. Park ended up withdrawing at least $5 million from Praxton to his own accounts and did not limit himself to the $2 million interest-free loan. Plaintiff's claim is that Mr. Park did not engage in any business activities with plaintiff's contribution as contemplated under the agreement and instead used the money to pay off his debts.

Plaintiff moves for summary judgment and contends that Mr. Park took the money in Praxton's accounts and transferred it to accounts controlled by him or defendant in order to support his lavish lifestyle. It points out that both Praxton and Mr. Park are insolvent and unable to pay the judgment plaintiff obtained. Plaintiff offers, in great detail, the various transfers in which Mr. Park absconded with plaintiff's money (NYSCEF Doc. No. 382 at 7-9] [detailing payments for their children's tuition, payments to family members, credit card bills, mortgage payments and family cars]). With respect to this motion, plaintiff focuses on transfers it calls the "Moon Transfers." These include $2,093,00.00 to a bank account at Eastern Bank held jointly by both Mr. Park and defendant and a total of $1,597,995.04 paid to satisfy tax obligations from 2008 through 2012.

Plaintiff brings five causes of action under the now former sections of the Debtor Creditor Law. Plaintiff claims that certain of the Moon Transfers were made to hinder plaintiff's recovery of the funds it was owed as both Mr. Park and Praxton are insolvent and the judgment plaintiff obtained in the 2010 case has never been paid. The second and third claims allege that

these Moon Transfers were made with the constructive intent to defraud as they lacked valid consideration. The fourth claim contends that the Moon Transfers were executed at a time when defendant anticipated debts beyond Mr. Park or Praxton's ability to pay. The final cause of action seeks to set aside these transfers in order to enforce the aforementioned judgment.

Defendant emphasizes that plaintiff has pursued this decade-long matter in order to hold her accountable for the misdeeds of her ex-husband despite the fact that plaintiff never had any dealings with her. Defendant maintains that the only sworn affidavit included by plaintiff in support of the motion is Mr. Park's own affidavit in which he purportedly refutes claims by plaintiff. She insists that, as a choice of law matter, the Court must apply the law of either Malaysia or Massachusetts. Defendant insists that even if New York law is applied, plaintiff's claims are without merit as plaintiff did not point to any admissible evidence that defendant was a participant in a fraudulent conveyance.

Defendant explains that all of plaintiff's causes of action rely upon the fact that Mr. Park improperly diverted plaintiff's funds and transferred some of those funds to a shared bank account with defendant and that those funds were then used to pay for personal expenses. She observes that when her ex-husband ran into severe financial difficulty in 2007, he approached defendant's brother, Preston Moon, for help. Mr. Park was then referred to another individual (Moon's brother in law, Mr. Kwak) and the two established Praxton as a financial entity to help alleviate his financial troubles. Defendant claims that plaintiff, through Mr. Kwak, intended that the money would be used for some personal obligations as the underlying operating agreement permitted an interest-free loan of up to $2 million to Mr. Park.

Defendant emphasizes that plaintiff's designated deposition witness (a Mr. Jung) claimed he had no knowledge about why plaintiff invested in Praxton and that he had never heard of Mr.

Kwak prior to his deposition. She argues that there was little issue with Mr. Park's spending until there was an intrafamily quarrel—she insists that Mr. Moon had a falling out with her over the direction of the Unification Church. In other words, defendant claims that the entire purpose in creating Praxton was to help her ex-husband with his personal debt, as evidenced by the interest free loan. They were married at the time, so he used money for their lifestyle – the purpose for which it was intended. The only reason that plaintiff is coming after her now, so many years later, is because she had a falling out with him over the family business.

She argues that the vast majority of plaintiff's exhibits are inadmissible because they are attached to an affirmation from plaintiff's attorney, who has no personal knowledge of many of the exhibits. Defendant claims that other documents, such as Mr. Park's LinkedIn profile, Mr. Park's resume, a joint tax return for defendant and Mr. Park as well as other documents are hearsay.

Choice of Law

As an initial matter, the Court rejects defendant's assertion that Malaysian law applies. As plaintiff points out, defendant failed to raise this argument for the first ten plus years of this case. In fact, all of the prior decisions rendered in this matter (the vast majority of which were before different judges) all applied New York law. To raise it now, apparently because Malaysia does not have a fraudulent conveyance statute, reeks of gamesmanship.

In any event, the fraudulent transfers that are the subject to his motion all took place within the United States and so there is no basis for Malaysian law to apply (*see K.T. v Dash*, 37 AD3d 107, 111, 827 NYS2d 112 [1st Dept 2006] [noting that the Court must consider which jurisdiction has the greatest contact with the parties]). Specifically, the transfers were to the

shared bank account located in Massachusetts and payments to the IRS and the state of Massachusetts.

Of course, that suggests that Massachusetts' law might apply. However, "New York law applies to the fraudulent transfer claim in the present action because there is no material conflict between the laws of New York and Massachusetts governing this claim" (*Paradigm BioDevices, Inc. v Viscogliosi Bros., LLC*, 842 F Supp 2d 661, 665 [SD NY 2012]). The Court observes that this analysis is still effective as the relatively recent changes to the Debtor Creditor Law in New York affect transfers that occurred prior to April 4, 2020, meaning that the old statutory framework applies here.

Plaintiff's Substantive Claims

Defendant's central argument in opposition is that, essentially, she had nothing to do with the transfers in question and therefore she cannot be held liable for them. Unfortunately, courts have held that fraudulent conveyances occurred considering similar circumstances regardless of active participation. *Fed. Natl. Mtge. Assn. v Olympia Mtge. Corp.* (792 F Supp 2d 645 [ED NY 2011]) is instructive. In *Olympia*, Fannie Mae (the plaintiff) brought a fraud and breach of contract claim against an independent mortgage lender (Olympia). Olympia, in turn, filed claims against the wife, sons, daughters and daughter-in-law of its former president, including claims under the former Debtor Creditor Law (*id*. at 651). The federal court found that these recipients were liable for the transfers they received despite their assertions that they did not participate in these conveyances (*id*. at 654-55). "They participated in the fraudulent transfers because they received the money or benefitted from transfers made on their behalf, and there was no fair consideration for the transfers" (*id*. at 655).

Defendant cannot credibly claim that she was not the recipient of the money that went into her shared bank account or the money used to pay tax liabilities on her behalf. It does not matter that she may not have actively participated in the transfers (*see id*.). Therefore, there is little doubt that plaintiff met the elements of a claim under the former section 273. Plaintiff had to show "(1) that [Mr. Park] transferred money; (2) that the money was transferred while [Praxton and Mr. Park were] insolvent or that the transfers rendered them insolvent; and (3) that the transfers were not made in exchange for fair consideration" (*id*. at 651).

Mr. Park indisputably made these transfers, the transfers rendered both Praxton and Mr. Park as insolvent (the judgment remains unpaid) and there was clearly no valid consideration for it. Mr. Park simply transferred the money from Praxton to meet his personal financial obligations, some of which were to defendant's benefit. Although defendant rehashes an old argument that plaintiff was well aware that the funds were for Mr. Park's personal debts, the operating agreement did not specifically state that or cite that as a reason to absolve Mr. Park of any obligation to pay back the money. And while defendant did provide that Mr. Park could give himself a $2 million interest-free loan from Praxton, there is no evidence that Mr. Park purported to take that loan; instead, he took nearly the entire amount while not paying anything back. There is also no dispute that Mr. Park and Praxton could not pay the more than $7 million judgment entered against them.

Although plaintiff recovers under the old Debtor Creditor Law § 273, the Court also finds that plaintiff would prevail under section 276 (which concerns actual fraud). In order to evaluate this claim, the Court may consider "badges of fraud" (*id*. at 653). "These include (1) a close relationship between the parties to the transaction, (2) a secret and hasty transfer not in the usual course of business, (3) inadequacy of consideration, (4) the transferor's knowledge of the

creditor's claim and his or her inability to pay it, (5) the use of dummies or fictitious parties, and (6) retention of control of the property by the transferor after the conveyance" (*id.*).

Plaintiff satisfies most of these factors, including the close relationship between Praxton and the joint bank account, a transfer not made in the normal course of business (it was for purely personal use and not the stated business purpose of Praxton) and the inadequacy of the consideration. After all, the record shows that Mr. Park sent money initially contributed by plaintiff to Praxton to his own accounts without anything in exchange.

Obviously, this Court has little interest in attempting to void transactions that all occurred more than ten years ago and many of which were to federal and state tax agencies. Instead, the remedy, as explored in *Olympia*, is to award a judgment against defendant for the amount she received and benefitted from (*id.* at 656-57).

Summary

Defendant is correct to point out that plaintiff did not include an affidavit from someone with personal knowledge detailing the facts of this case. But plaintiff met its prima facie burden by pointing to deposition testimony, related exhibits as well as documents filed in connection with the prior lawsuit filed against Mr. Park. While an affidavit of facts from plaintiff may have made the papers easier to sort through, the fact is that "deposition testimony and other proof" can be "placed before the court by way of an attorney's affirmation" (*Alvarez v Prospect Hosp.*, 68 NY2d 320, 325, 508 NYS2d 923 [1986]). And defendant did not directly challenge the authenticity of any particular documents such as the bank transfers, the depositions transcripts or the judgment plaintiff obtained against Mr. Park and Praxton. In other words, defendant did not shift the burden to plaintiff to authenticate a specific document by raising a targeted objection.

It is understandable that defendant insists that plaintiff has no case because she had no involvement with Mr. Park's misdeeds. But, unfortunately, that is not what the former Debtor Creditor Law was designed to do. It expressly provided that "Under section 273 of the Debtor and Creditor Law, any transfer made by an insolvent debtor for less than 'fair consideration' is fraud as against his creditors without regard to the actual intent of the transferee" (*Olympia,* 792 F Supp 2d at 651). In other words, the Court's analysis is not focused on defendant's knowledge or active participation in the transfers. Rather, the Court merely has to consider whether or not defendant received the money and/or benefited from it. She clearly received the money into the joint account where it was spent for her benefit and she benefitted from the payment of tax obligations and other bills. That falls squarely under the Debtor Creditor law.

It may be, as defendant and Mr. Park suggested in this record, that this dispute was a familial disagreement in which all involved parties knew that Mr. Park needed money for his family's expenses. But plaintiff and Mr. Park entered into the aforementioned operating agreement and Mr. Park did not abide by the terms. Rather, he looted the money from Praxton and never paid it back - while defendant benefitted from those funds.

Accordingly, it is hereby

ORDERED that plaintiff's motion for summary judgment is granted and defendant's cross-motion for summary judgment is denied; and it is further

ORDERED that the Clerk is directed to enter judgment in favor of plaintiff and against defendant in the amount of $3,690,995.04 plus statutory interest from July 1, 2009 (a reasonable

midpoint of the various transfers and tax obligation payments) along with costs and disbursements upon presentation of proper papers therefor.

12/15/2025
DATE

ARLENE P. BLUTH, J.S.C.

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