

SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: JAFFE
Justice

PART 12

KERISON + WILLOUGHBY CAPITAL, LTD
-v-
ROYALE ETANIA, LLC,
ET AL.

INDEX NO. 155976/13

MOTION DATE _____

MOTION SEQ. NO. 02

The following papers, numbered 1 to _____, were read on this motion to/for _____

Notice of Motion/Order to Show Cause — Affidavits — Exhibits _____ No(s). 22-29

Answering Affidavits — Exhibits _____ No(s). 38-45

Replying Affidavits _____ No(s). _____

Upon the foregoing papers, it is ordered that this motion is

DECIDED IN ACCORDANCE WITH
ACCOMPANYING DECISION / ORDER

MOTION/CASE IS RESPECTFULLY REFERRED TO JUSTICE
FOR THE FOLLOWING REASON(S):

Dated: 12/8/14

Bj, J.S.C.

1. CHECK ONE: ☒ CASE DISPOSED ☐ NON-FINAL DISPOSITION
2. CHECK AS APPROPRIATE: MOTION IS: ☒ GRANTED ☐ DENIED ☐ GRANTED IN PART ☐ OTHER
3. CHECK IF APPROPRIATE: ☐ SETTLE ORDER ☐ SUBMIT ORDER
- ☐ DO NOT POST ☐ FIDUCIARY APPOINTMENT ☐ REFERENCE

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK : IAS PART 12

KERISON & WILLOUGHBY CAPITAL, LTD,

Petitioner,

-against-

ROYAL ETENIA, LLC, MORTIMER SINGER,
RACHEL ROY, and DAMON DASH,

Respondents.

Index No. 155976/2013

Mot. seq. no. 02

DECISION AND JUDGMENT

BARBARA JAFFE, J.:

For petitioner:

Martin S. Rappaport, Esq.
Martin S. Rappaport, PC
18 East 48th St.
New York, New York 10017
212-688-1980

For respondents:

Eric Howard, Esq.
244 Fifth Ave.
New York, NY 10001
917-650-8720

By order to show cause, petitioner moves for an order declaring that the restraining order provided for in a settlement agreement between the parties bars and prohibits respondents from entering into or implementing any agreement with a nonparty or any affiliate or subsidiary of the nonparty which undermines or reduces petitioner's ability to satisfy the judgment by altering the manner or form in which respondent Royale Etenia obtained or received earnings or distributions from Rachel Roy Intellectual Property Company LLC; extending the existing restraining order to the nonparty and or any entity conducting business between that entity or any of its affiliates in which respondent Dash may have a direct or indirect interest, ownership or entitlement; granting leave to add a nonparty entity as a party-respondent in this proceeding and to add its name to the caption; granting leave to conduct discovery of respondents Roy, Royale Etenia, and the nonparty

entity to determine the business relationship which the nonparty entity and Roy or anyone else may have or is in the process of formulating with respect to Roy's business, brands and trademarks, and the interest, ownership or entitlement which Dash may have either directly or indirectly in such business; and declaring that the settlement agreement has been breached by Royal Etenia and/or Dash and that the installment payment provisions and settlement amount provisions therein are of no further force and effect, and that the amount of the judgment which Dash is required to pay is \$406,370, less any amount actually already paid by Royale Etenia to petitioner and that the restraining order and denial of the Dash motion to vacate the judgment in the order survives the elimination of the said installment payment and settlement amount provision.

Upon the papers submitted by petitioner, and after hearing the parties at oral argument held on October 15, 2014, it is hereby

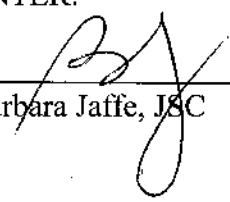
ORDERED, that petitioner's motion is granted to the following extent; it is further

ADJUDGED AND DECLARED, that the settlement agreement/order dated August 14, 2013 has been breached by Royal Etenia and/or Dash, and that the installment payment provisions and settlement amount provisions therein are of no further force and effect, and that the amount of the judgment which Dash is required to pay is \$406,370, less \$137,131.47, the amount actually already paid by Royale Etenia to petitioner, for a total amount due of \$269,238.53; and it is further

ADJUDGED AND DECLARED, that the restraining order and denial of the Dash motion to vacate the judgment in the order survives the elimination of the said installment payment and

settlement amount provision.

ENTER:


Barbara Jaffe, J&C

DATED: December 5, 2014
New York, New York