

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

**PRESENT: HON. ARTHUR F. ENGORON PART 37**

*Justice*

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THE PEOPLE OF THE STATE OF NEW YORK, BY  
LETITIA JAMES, ATTORNEY GENERAL OF THE STATE  
OF NEW YORK,

INDEX NO. 452357/2020

MOTION DATE 04/26/2024

MOTION SEQ. NO. 004

Petitioner,

- v -

LEASING EXPENSES COMPANY LLC, NLS EQUIPMENT  
FINANCE LLC, LEONARD MEZEI, ARIEL SCHACHTER,  
SARA KRIEGER, JAY COHEN, SARA Yael ELIAS  
COHEN, AS TRUSTEE OF THE JUNE 1, 2018 COHEN  
GST TRUST, DANIELA RACHEL COHEN, AS TRUSTEE  
OF THE JUNE 1, 2018 COHEN GST TRUST, MIRIAM  
ABRAMS, AS TRUSTEE OF THE JUNE 1, 2018 MEZEI  
GST TRUST, AMY FRIEDMAN, AS TRUSTEE OF THE  
JUNE 1, 2018 MEZEI GST TRUST, ANDREW MEZEI, AS  
TRUSTEE OF THE JUNE 1, 2018 MEZEI GST TRUST,  
FIELDSTON CAPITAL LLC, JS VENTURES HOLDINGS  
LLC, JOHN DOES 1-10,

**DECISION + ORDER ON  
MOTION**

Respondents.

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The following e-filed documents, listed by NYSCEF document number (Motion 004) 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 209, 210, 211, 212, 213, 214, 215, 216, 217

were read on this motion for JUDGMENT - MONEY

Upon the foregoing documents, it is hereby ordered that petitioner’s motion for a judgment is granted.

Petitioner commenced this special proceeding on November 23, 2020, pursuant to New York Executive Law § 63(12), to enjoin respondents from continuing to engage in a fraudulent scheme that the Hon. Lucy Billings (ret.) permanently enjoined in the matter of People v Northern Leasing Systems, Inc., Index No. 450460/2016 (hereinafter “Northern Leasing”). In Northern Leasing, Justice Billings found that respondents had engaged in repeated and persistent fraud, permanently enjoined the respondents in that case from engaging in the business of credit card equipment finance leasing, and rescinded all the equipment finance leases that respondents and their affiliates had entered into from April 11, 2013 to the date of the decision, June 8, 2020. The June 8, 2020 order specifically: (1) enjoined Northern Leasing and related entities “from conducting the business of equipment finance leasing or collection of debts under equipment finance leases and from purchasing, financing, transferring, servicing, or enforcing equipment finance leases”; (2) rescinded all leases entered into after April 11, 2013; (3) ordered restitution of all funds collected from lessees and lease guarantors since that date; (4) ordered vacatur of over 30,000 default

judgments filed in New York City Civil Court cases against out-of-state victims; (5) ordered disgorgement of all fees paid to Northern Leasing’s attorneys; and (6) ordered dissolution of Northern Leasing. The June 8, 2020 decision was subsequently affirmed by the Appellate Division, First Department.

In November 2020, petitioner commenced the instant special proceeding, alleging that respondents flouted the permanent injunction by continuing the same fraudulent scheme through two new companies, respondents Leasing Expenses Company LLC (“LEC”) and NLS equipment Finance LLC (“NLS”), which consisted of the same owners and officers behind Northern Leasing.

In an order dated February 25, 2021, this Court granted petitioner’s motion to enjoin respondents from engaging in the business of equipment finance leasing, found the individual respondents additionally liable for the entity respondents’ fraud, and found petitioner was entitled to disgorgement of any funds acquired by way of LEC and NLS’s conduct so that such funds may be returned as restitution to the victims of respondents’ scheme. NYSCEF Doc. No. 125.

Petitioner now moves for a money judgment against respondents, jointly and severally, in the amount of \$2,671,562.21,<sup>1</sup> in outstanding restitution, plus \$2,000.00 in costs against each respondent who has failed to pay their costs pursuant to CPLR 8303(a)(6).

Respondents’ arguments in opposition are unavailing. First, respondents assert that any entry of judgment is premature while they await a decision on their motion for leave to appeal to the Court of Appeals. However, on September 12, 2024, the Court of Appeals denied respondents’ motion, rendering that argument moot. NYSCEF Doc. No. 218.

Respondents’ other arguments are unpersuasive as they amount to mere re-argument of the Court’s prior decisions.

Accordingly, the motion is granted, and the Clerk is directed to enter judgments in the following amounts: \$2,000.00 against respondent NLS Equipment Finance Company LLC; \$2,000.00 against respondent Leasing Expenses Company LLC; \$2,000.00 against respondent Ariel Schachter; \$2,000.00 against respondent the June 1, 2018 Cohen GST Trust; \$2,000.00 against respondent the June 1, 2018 Mezei GST Trust; and \$2,671,562.21, jointly and severally, against all respondents.

**HON. ARTHUR F. ENGORON**

9/25/2024

DATE

ARTHUR F. ENGORON, J.S.C.

CHECK ONE:

CASE DISPOSED

NON-FINAL DISPOSITION

GRANTED

DENIED

GRANTED IN PART

OTHER

APPLICATION:

SETTLE ORDER

SUBMIT ORDER

CHECK IF APPROPRIATE:

INCLUDES TRANSFER/REASSIGN

FIDUCIARY APPOINTMENT

REFERENCE

<sup>1</sup> In its initial moving papers, petitioner sought \$3,235,488.46 in restitution. However, in reply to the opposition, petitioner reduced the amount sought by \$563,926.25, conceding that its original number included certain fees that were improperly included.