

London Terrace Gardens, LP v Feldchtein

2026 NY Slip Op 31731(U)

March 12, 2026

Supreme Court, New York County

Docket Number: Index No. 162430/2025

Judge: Gerald Lebovits

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

PRESENT: HON. GERALD LEBOVITS PART 07

Justice

-----X

LONDON TERRACE GARDENS, LP,
Petitioner,

- v -

DEBRA FELDCHEIN, AMELIE FELDSTEIN, THE AMELIE
FELDSTEIN IRREVOCABLE TRUST, MINDY M.
MANSDORF, MORGAN STANLEY SMITH BARNEY LLC,
EVERCLEAR, LLC, HARLEQUIN LTD., and MADE TO
PLAY PICKLEBALL, LLC,

Respondents.

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INDEX NO. 162430/2025
MOTION DATE 11/14/2025,
N/A
MOTION SEQ. NO. 001 002

**DECISION + ORDER ON
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 001) 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 27, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 45, 46, 48, 49, 50, 51, 53

were read on this motion for POST JUDGMENT OTHER.

The following e-filed documents, listed by NYSCEF document number (Motion 002) 55, 56, 57, 58, 59, 60

were read on this motion for RENEWAL.

Borah, Goldstein, Altschuler, Nahins, & Goidel, P.C., New York, NY (Craig M. Notte of counsel), for petitioner.

Mazzola Lindstrom LLP, New York, NY (Hanoch Sheps and Richard E. Lerner of counsel), for respondents.

Gerald Lebovits, J.:

This post-judgment turnover proceeding arises from a 2022 nonpayment proceeding in the New York City Civil Court, Housing Part. In 2024, petitioner, London Terrace Gardens L.P., obtained a judgment against respondent Debra Feldchtein for \$227,530 in the nonpayment proceeding. (*See London Terrace Gardens L.P. v. Feldchtein*, Index No. LT-303120-22/NY [Civ Ct, Hous Part, NY County, J., Ortiz], NYSCEF No. 87 [judgment].) Petitioner is now trying to recover on the judgment. Petitioner contends, however, that while the nonpayment action was pending, Feldchtein fraudulently transferred money from the sale of her Hamptons home to a trust in her daughter’s name (The Amelie Feldstein Irrevocable Trust DTD 4/13/2022) to circumvent the judgment. Notably, Feldchtein’s close friend, respondent Mindy Mansdorf, is the trust’s trustee. And the trust transfers funds to one of Feldchtein’s corporations, respondent Harlequin Ltd., which then pays the rent on the apartment in which Feldchtein resides.

On motion sequence 001, petitioner moves to enjoin respondents—Feldchtein and her daughter Amelie; the trust; Mansdorf; Feldchtein’s corporate entities, Everclear, LLC, Harlequin Ltd. and Made to Play Pickelball, LLC; and Morgan Stanley Smith Barney LLC—from transferring any Feldchtein asset, such as those in the trust. Petitioner also seeks an installment-payment order or bond and a charging order and receivership over the corporate entities. Finally, petitioner seeks an order to direct Feldchtein to comply with its post-judgment discovery requests; for attorney fees; and to consolidate the nonpayment proceeding with this proceeding.

In conjunction with motion sequence 001, petitioner sought a temporary restraining order (TRO) to enjoin respondents from transferring any of Feldchtein’s assets. (NYSCEF No. 14 [order to show cause with TRO].) This court denied the TRO request, finding that petitioner had not shown that it would suffer irreparable harm absent interim relief. (*See id.*)

Respondents cross-move for a protective order against petitioner’s request for a charging order. Respondents also cross-move to dismiss from the petition respondents Amelie Feldchtein, Mansdorf, the trust, and Made to Play. The cross-motion is granted in part and denied in part.

On motion sequence 002, petitioner seeks renewal on this court’s denial of the TRO and permission to subpoena Morgan Stanley for documents related to the trust, which Feldchtein has allegedly withheld.

Motion sequence 001 is granted in part and denied in part. Respondent’s cross-motion is granted in part and denied in part. Motion sequence 002 is denied as academic.

DISCUSSION

I. Motion Sequence 001

A. Branch of Cross-Motion to Dismiss Amelie Feldchtein

The branch of respondents’ cross-motion to dismiss the petition against respondent Amelie Feldchtein is granted as unopposed.

B. Branch of Cross-Motion to Dismiss Petition Against Trust, Trustee, and Made to Play for Lack of Personal Jurisdiction

1. Respondents argue that this court lacks general and specific personal jurisdiction over the trust and trustee Mindy Mansdorf and therefore that this court cannot grant petitioner’s requests for relief. (*See* CPLR 301, 302.) But those respondents provide no admissible evidence to support that they are not New York residents. The trustee’s affidavit is not compliant with CPLR 2106 or 2309 (*see* NYSCEF No. 41 [affidavit]), and a client statement for the trust reflects that the trust is located in Long Island City, New York (*see* Index no. LT-303120-22/NY, NYSCEF No. 121).

The branch of respondents’ cross-motion to dismiss the trust and trustee from this petition is denied.

2. Respondents also contend that this court lacks personal jurisdiction over respondent Made to Play, a now-dissolved Floridian limited liability company. It is undisputed that petitioner sought to serve Made to Play by Florida's substitute-service method. Made to Play argues that petitioner served the Florida Secretary of State without first trying to ascertain Made to Play's actual address to conduct personal service. (NYSCEF No. 43 at 13-14.) Respondents also argue that petitioner's affidavit of service does not allege what business Made to Play "engaged in in Florida that arises out of or is incidental to the causes of action alleged in the petition, which would permit petitioner to serve via the Secretary of State." (*Id.* at 14.)

Petitioner contends that it satisfied Florida's substitute service requirements, because it did attempt to serve Made to Play personally at the address on record with the Florida Department of State: a Long Island City address. (*See* NYSCEF No. 39.) According to petitioner, after that attempt failed, it served Made to Play through Florida's Department of State, which accepted the substitute service. (NYSCEF No. 50 [acceptance of substitute service].)

This court agrees with respondents. Under Floridian law, to effect substitute service, a plaintiff is required to file an affidavit of compliance reflecting that "(a) [t]hat due diligence was exercised in attempting to locate and effectuate personal service on the party; and (b) [t]o the extent applicable, the party's nonresidence, or concealment [of its whereabouts], or that the party is a business entity for which substituted service is otherwise authorized by law." (Fla Stat § 48.161 [3]). Petitioner has not shown, nor does its affidavit of service reflect, that it diligently tried to effectuate personal service on Made to Play's *registered agent*, as required by Fla. Sta. § 48.061 (service of process on LLCs) and 48.062 (service of process on dissolved LLC) before attempting substitute service. (*See* NYSCEF No. 20 [affidavit of service].) This court therefore lacks personal jurisdiction over Made to Play.¹

The branch of respondent's cross-motion to dismiss Made to Play from this proceeding is granted.

C. Branch of Motion to Enjoin Transfer of Trust Assets for Purposes of Paying Rent; for an Installment Plan; and to Direct Compliance with Discovery

Petitioner moves under CPLR 6301 and Debtor Creditor Law § 276 (a) (3) (i) and (ii) to enjoin respondents' transfer of trust assets to the extent of Feldchtein's total liability (judgment principal, plus interest and attorney fees accrued in both the Housing Court and current proceedings). Petitioner also moves for an order directing an installment payment plan to satisfy the judgment.² (*See* NYSCEF No. 7 at 16.) This branch of petitioner's motion is granted.

¹ Petitioner also contends that this court should permit "follow-up service" under CPLR 2001. But "CPLR 2001 may be used to cure only a 'technical infirmity.'" (*Ruffin v Lion Corp.*, 15 NY3d 578, 582 [2010].) And the service defects here are not merely technical.

² Alternatively, petitioner asks that Feldchtein post a bond pending satisfaction of the judgment. The court does not reach this request.

1. Petitioner argues that Feldchtein has committed a fraudulent transfer. According to petitioner, in 2022, after the nonpayment proceeding had already begun, Feldchtein transferred \$1,195,955.10 from the proceeds of the sale of her Hamptons house to a trust in her daughter's name. (See NYSCEF No. 7 at 6; NYSCEF No. 118 at 55 [Feldchtein deposition testimony].) Petitioner emphasizes that that money is used, in part, to pay Feldchtein's \$8,300 rent and that to do so, the money is transferred from the trust to Harlequin Ltd, which then makes the payments. (See NYSCEF No. 34 at 4 [pdf pagination] [Feldchtein's affidavit in nonpayment proceeding].) Petitioner argues that these circumstances illustrate that Feldchtein intended to commit a fraudulent conveyance. (See Debtor Creditor Law (DCL) § 273 [b]; NYSCEF No. 7 at 7-9.)

Respondents, on the other hand, contend that Debra Feldchtein had no actual intent to defraud, given the irrevocable nature of the trust and the trust's familial purpose. They argue that Mansdorf, not Feldchtein is the trust's trustee, and therefore has no control over the trust. (NYSCEF No. 43 at 6-7.) They assert that the trust funds are used to support her daughter by giving her a place to stay. (*Id.*)

This court agrees with petitioner. A party may establish its entitlement to injunctive relief under DCL § 276 "through evidence that there were badges of fraud supporting an inference of intent to defraud." (*214 Knickerbocker LLC v Pan*, 217 AD3d 431, 432 [1st Dept 2023]; accord DCL § 273 [b].)

Several badges of fraud are apparent here, particularly the "intrafamilial nature of the transfer, the inadequacy of the consideration, and the continued benefit derived from the property by the parents after the conveyance." (*214 Knickerbocker*, 217 AD3d at 432.) Feldchtein transferred the funds into the trust after commencement of the nonpayment proceeding to benefit her daughter. Her daughter has provided no consideration for the transfer. In addition, although Feldchtein is not the trustee, the trust funds her residence in the apartment while her daughter is away at school in Louisiana during the academic year. (See NYSCEF No. 36 at 127 [Feldchtein's post-judgment deposition testimony]; *Schiffman v Affordable Shoes, Ltd.*, 238 AD3d 770, 773 [2d Dept 2025] ["A prime example of this type of fraud is where a debtor transfers his property to another while retaining the use thereof so as to continue . . . free from the claims of creditors".])

Under these circumstances, petitioner has shown its entitlement to injunctive relief under DCL § 276 enjoining all respondents from transferring any trust assets to pay Feldchtein's rent.

2. Petitioner also seeks an order requiring Feldchtein pay off the judgment by way of installment plan. Feldchtein represents that she lacks the resources to satisfy the judgment or make payments on an installment plan; that she has no non-exempt assets at her disposal; and that her limited liability companies have no income or assets available. (NYSCEF No. 42 at ¶¶ 15-16 [affidavit].) During her post-judgment deposition, Feldchtein testified to certain expenses, including healthcare, care lease payments, and tuition payments. (See NYSCEF No. 36 at 123-125.) Petitioner then served a post-deposition subpoena asking, for, among other things, a list of Feldchtein's monthly expenses and financial information about her corporate entities. (See Index No. LT-303120-22/NY, NYSCEF No. 124 at 5, 7 [post-deposition subpoena].) Feldchtein has not produced responses to all those requests, because, she says, they are too intrusive (NYSCEF

No. 43 at 5), and she “has already testified unequivocally about the liquidation of the only other significant source of funds, her mother’s estate” (*id.* at 7).

CPLR 5226 provides that “[u]pon motion of the judgment creditor, upon notice to the judgment debtor, where it is shown that the judgment debtor is receiving or will receive money from any source, . . . the court shall order that the judgment debtor make specified installment payments to the judgment creditor.” In support of its motion, “[t]he judgment creditor must show that the judgment debtor is receiving or will receive money from any source.” (*Hamway v Sutton*, 237 AD3d 92, 99 [1st Dept 2025].) After that, “the burden shifts to the judgment debtor to establish his or her reasonable requirements.” (*Id.*) To calculate the installment payments, the court will deduct “the judgment debtor’s reasonable requirements from the amount of money the judgment debtor is receiving or will receive.” (*Id.*) In doing so, “the court must determine, on a developed factual record, what [debtor] can reasonably afford to pay, taking into consideration his needs, those of his dependents, and other inroads on his income from other obligations.” (*Id.* at 100 [internal quotation marks omitted].)

The branch of petitioner’s motion for an installment-payment plan is granted. Petitioner has shown that Feldchtein transferred over \$1 million into a trust that is used, in part, to her benefit (rent payments). (*See id.* [noting that prior receipt of money constitutes receiving “money from any source”].) The burden thus shifts to Feldchtein to establish her reasonable requirements. Feldchtein provides an affidavit—that is not compliant with CPLR 2106—to suggest that she and her corporate entities have no available assets or funds. She explains that her monthly income is \$4,000 and that she gets an additional \$2,950 a month from Social Security. (*See* NYSCEF No. 40 at 1.) But she does not detail her necessary monthly expenses and income pools, and that is exacerbated by her failure to respond adequately to petitioner’s post-deposition demands.³ It is therefore unclear (based on this record) which of Feldchtein’s expenses are reasonable. (*See City of Albany Indus. Dev. Agency v Garg*, 268 AD2d 784, 786 [3d Dept 2000] [noting that Supreme Court has discretion to determine the reasonableness of living expenses].)

Feldchtein must therefore supplement her production to petitioner’s post-deposition discovery demands within 45 days from entry of this order. (*See* Index No. LT-303120-22/NY, NYSCEF Nos. 116, 119, and 124 [demands]) Feldchtein must also serve on petitioner, and upload to NYSCEF, a calculation of her reasonable requirements within 45 days from entry of this order. Taking that calculation into account, petitioner is to settle order delineating the installments to be paid.

D. Branch of Petitioner’s Motion for Charging Order and Receivership for Feldchtein’s Corporate Entities and Branch of Cross-Motion for a Protective Order to Prevent the Transfer of Feldchtein’s Interests in the Corporate Entities.

Given that this court has directed petitioner to propose an installment plan to pay off the judgment, the remaining relief petitioner seeks is unnecessary at this juncture. A charging order and receivership have the potential to be more invasive than an installment plan; they could

³ Feldchtein says only that her yearly living expenses total \$200,000. (NYSCEF No. 40 at 1.)

require Feldchtein effectively to hand over control of her corporate entities. (*See 79 Madison LLC v Ebrahimzadeh*, 203 AD3d 589 [1st Dept 2022]; *Matter of Sirotkin v Jordan, LLC*, 141 AD3d 670, 672 [2d Dept 2016].)

If, after the completion of post-judgment discovery and the creation of the installment plan, it becomes clear that Feldchtein otherwise has insufficient funds to satisfy the judgment, petitioner may reapply for a charging order and receivership. The branch of Feldchtein's cross-motion for a protective order is denied as academic.

E. Branch of Motion to Remove and Consolidate

The branch of petitioner's motion to remove and consolidate the nonpayment proceeding (*London Terrace Gardens L.P. v Feldchtein*, Index No. LT-303120-22/NY [Civ Ct, Hous Part, NY County]) into this proceeding is granted on consent.

F. Attorney Fees

Petitioner seeks attorney fees incurred in bringing this action. DCL § 276-a allows for petitioner to recover attorney fees. Respondents identify no meaningful basis to deny this request. Petitioner may move for a supplemental judgment by motion made on notice for attorney fees incurred on this action and in the nonpayment proceeding, as the Housing Court permitted. (*See* Index No. LT-303120-22/NY [Civ Ct, Hous Part, NY County], NYSCEF No. 86 at 4 [pdf pagination] [decision].)

II. Motion Sequence 002

Because this court has concluded that respondents may not transfer trust assets for purposes of paying Feldchtein's rent and that Feldchtein must respond to petitioner's post-deposition document demands, motion sequence 002 is denied as academic.

Accordingly, it is

ORDERED that the branches of respondents' cross-motion (mot seq 001) to dismiss Amelie Feldchtein and Made to Play from the proceeding is granted; and it is further

ORDERED that the branch of respondents' cross-motion to dismiss the trust and Mansdorf from the proceeding (mot seq 001) is denied; and it is further

ORDERED that the branch of petitioner's motion to enjoin respondents from transferring any of the trust assets for purposes of paying rent on her apartment (mot seq 001) is granted; and it is further

ORDERED that the branch of petitioner's motion to compel Feldchtein to respond to their post-judgment discovery demands (mot seq 001) is granted; and Feldchtein must supplement her production to Index No. LT-303120-22/NY [Civ Ct, Hous Part, NY County], NYSCEF Nos. 116, 119, and 124 within 45 days; and it is further

ORDERED that the branch of petitioner's motion for an installment order (mot seq 001) is granted, and Feldchtein must serve on petitioner, and upload to NYSCEF, a calculation of her reasonable requirements within 45 days from entry of this order, and petitioner, within 30 days of service of the reasonable-requirement calculation must settle order on the installment plan; and it is further

ORDERED that the branches of petitioner's motion for a charging order and receivership (mot seq 001) are denied without prejudice; and it is further

ORDERED that the branch of petitioner's motion to remove and consolidate the nonpayment proceeding (*London Terrace Gardens L.P. v. Feldchtein*, Index No. LT-303120-22/NY [Civ Ct, Hous Part, NY County]) into this proceeding (*London Terrace, L.P. v. Feldchtein*, Index. No. 162430/2025 [Sup Ct, NY County]) (mot seq 001) is granted, and *London Terrace Gardens L.P. v. Feldchtein*, Index no. LT-303120-22/NY (Civ Ct, Hous Part, NY County) is consolidated for all purposes with this action, *London Terrace, L.P. v. Feldchtein*, Index. No. 162430/2025 (Sup Ct, NY County); and it is further

ORDERED that the consolidated action shall bear the following caption:

London Terrace Gardens, L.P.

Petitioner,

-against-

Debra Feldchtein, Amelie Feldstein, The Amelie Feldstein Irrevocable Trust, Mindy M. Mansdorf, individually and as trustee, Morgan Stanley Smith Barney LLC, Everclear, LLC, Harlequin Ltd. and Made to Play Pickelball, LLC,

Respondents;

and it is further

ORDERED that, counsel for petitioner shall pay the appropriate fee, if any, for such removal and transfer and shall contact the staff of said Clerk to arrange for the effectuation of the transfer in an efficient manner; and it is further

ORDERED that upon service of notice of entry, the Clerk of the Civil Court, New York County, shall transfer the documents on file under Index No. LT-303120-22/NY to the Clerk of the Supreme Court, New York County for the purpose of consolidation and shall mark his records to reflect the consolidation; and it is further

ORDERED that the Clerk of the Supreme Court, New York County and the Clerk of Civil Court, New York County shall coordinate the transfer of the documents being transferred so as to ensure an efficient transfer and to minimize insofar as practical the reproduction of such

documents, including with regard to any documents that may be in digital format; and it is further

ORDERED that the pleadings in the actions hereby consolidated shall stand as the pleadings in the consolidated action; and it is further

ORDERED that, upon service of notice of entry, the office of the General Clerk shall update its records to reflect the removal and consolidation of this action in New York County with Index No. 162430/2025; and it is further

ORDERED that motion sequence 002 is denied as academic; and it is further

ORDERED that petitioner may seek a supplemental judgment by motion made on notice for attorney fees incurred in the nonpayment proceeding and in this proceeding; and it is further

ORDERED that petitioner serve a copy of this order with notice of its entry on all parties; on the office of the County Clerk (using the NYSCEF document type "Notice to the County Clerk - CPLR § 8019 (c)"); and on the office of the General Clerk (using the NYSCEF document type "Service on Supreme Court Clerk (Genl. Clerk) w/Copy of Order").

3/12/2026
DATE


HON. GERALD LEBOVITS
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