

Nimkoff Rosenfeld & Schechter, LLP v Heber

2026 NY Slip Op 31981(U)

May 7, 2026

Supreme Court, Kings County

Docket Number: Index No. 509372/21

Judge: Robin K. Sheares

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This opinion is uncorrected and not selected for official publication.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

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NIMKOFF ROSENFELD & SCHECHTER, LLP

Plaintiff,

- against -

LEVI HEBER AND JEWELRY 2000, INC.,

Defendants.
-----X

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: Index No. 509372/21

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: **ORDER**

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:
: Hon. Robin K. Sheares

WHEREAS, by order dated August 5, 2021, Honorable Loren Baily-Shiffman of this Court granted the motion of plaintiff Nimkoff Rosenfeld & Schechter, LLP (the "Nimkoff Firm") to renew certain judgments that were entered in 2007 and 2008 in its favor and against defendants Levi Heber ("Mr. Heber") and Jewelry 2000, Inc. (individually, "Jewelry" and, collectively with Heber, the "Judgment Debtors"), and ordered the Clerk of the Court to renew and docket those judgments into a single judgment against the Judgment Debtors, jointly and severally, dated August 5, 2021 (the "Judgment"), a copy of which can be found as NYSCEF Document No. 67. The Judgment reflects a renewal of the judgments entered in 2007 and 2008, in the revised amounts, including accumulated interest, of \$180,344.67 and \$12,131.59, respectively, for a total of \$192,476.26 (*see id.*); and

WHEREAS, post-judgment interest on the Judgment is accumulating at the 9% annual (.75% monthly) statutory interest rate so that, with interest, the sum due and owing to the Nimkoff Firm on the Judgment, as of April 23, 2026, was equal to

\$274,182.14; and

WHEREAS, in furtherance of its efforts to enforce the Judgment, the Nimkoff Firm, on or about September 9, 2021, served a subpoena *ad testificandum* on Mr. Heber, which required him to give oral testimony on October 26, 2021; and

WHEREAS, when Heber failed to comply with that subpoena, the Nimkoff Firm moved, by order to show cause, to hold him, and the non-party International Bris Associates, Inc., (“IBA”), in contempt. *See* NYSCEF Document Nos. 68-95; and

WHEREAS, the Court, by decision and order dated July 7, 2022 (the “First Contempt Order”), a copy of which can be found as NYSCEF Document No. 101, “ORDERED that [the Nimkoff Firm’s] motion [for contempt] . . . is hereby in all respects granted,” and, among other things, (i) directed Mr. Heber to comply with the subpoena and ordered him to produce all documents regarding his income, assets, and expenses, including but not limited to complete, signed, filed and unredacted copies of his tax returns and to appear for a deposition and (ii) scheduled a contempt hearing for August 22, 2022, in the event that Mr. Heber (or IBA) failed to comply with that First Contempt Order (NYSCEF Document No. 101); and

WHEREAS, as the Nimkoff Firm advised the Court that Mr. Heber did, in fact, fail to comply with the First Contempt Order (NYSCEF Document No. 101), this Court held a hearing on October 6, 2022 (adjourned from August 22, 2022) to determine whether Mr. Heber had, in fact, complied with that order. Counsel for the Nimkoff Firm, Mr. Heber and IBA all attended that hearing; and

WHEREAS, upon conducting that October 6, 2022 hearing, this Court issued a decision and order dated October 26, 2022 and entered on October 28, 2022 (the “Second Contempt Order”), a copy of which can be found as NYSCEF Document No. 105, providing, among other things:

ORDERED that: (a) defendant Levi Heber has failed to substantially comply with this Court’s Order dated July 7, 2022; (b) defendant Levi Heber’s failure to comply with the Order dated July 7, 2022 was willfully disobedient and intentional; (c) plaintiff has been prejudiced by defendant Levi Heber’s conduct; and (d) defendant Levi Heber is in contempt; and it is further

ORDERED that, in lieu of a monetary penalty or other penalty or punishment for his contempt and unless and until the Judgments are fully satisfied, defendant Levi Heber must continuously keep his bank account at Bank of America bearing the account number ending in 8559 open and must ensure that deposits are made into that account on a monthly basis (*i.e.*, each and every month) in an aggregate amount of not less than \$2,300 and that no withdrawals be made from that bank account;...

Second Contempt Order (NYSCEF Document No. 105) at 3; and

WHEREAS, notice of entry of Second Contempt Order was served on October 31, 2022 (NYSCEF Document No. 106); and

WHEREAS, no notice of appeal from the Second Contempt Order (NYSCEF Document No. 105) (or the First Contempt Order (NYSCEF Document No. 101) was ever served or filed; and

WHEREAS, as it then became clear to the Ninkoff Firm, through information that it garnered from both Bank of America and the New York City Sheriff, that Mr. Heber did, in fact, fail to comply with the Second Contempt Order, by, among possibly other things, (i) failing to deposit \$2,300 into his bank account at Bank of

America bearing the account number ending in 8559 each and every month and (ii) making, or permitting, withdrawals from that Bank of America account, The Nimkoff Firm, on July 3, 2023, filed with this Court an application, by order to show cause, seeking to have Mr. Heber held in contempt yet again -- this time for contempt of the Second Contempt Order (NYSCEF Document No. 105). *See* NYSCEF Document Nos. 107-127; and

WHEREAS, in ruling on The Nimkoff Firm' application, by order to show cause, seeking to have Mr. Heber held in contempt of the Second Contempt Order, this Court issued an order dated, and entered, August 1, 2023 (the "Third Contempt Order (NYSCEF Document Nos. 128)), holding Heber in contempt -- yet again -- this time in contempt of the Second Contempt Order (NYSCEF Document No. 105). Through that Third Contempt Order, this Court:

ORDERED that Levi Heber is in contempt of the October 26, 2022 order [*i.e.*, the Second Contempt Order (NYSCEF Document No. 105)]; and ... further...

ORDERED, that if Levi Heber does not cure his contempt and comply fully with the October 26, 2022 order within thirty days of entry of this short form order, a warrant shall issue to the Sheriff to arrest and imprison Levi Heber until he is in full compliance.

The Third Contempt Order (NYSCEF Document No. 128) at 1-2; and

WHEREAS, on August 2, 2023, notice of entry of the Third Contempt Order (NYSCEF Document Nos. 129) was served; and

WHEREAS, "thirty days of entry of this [August 1, 2023] short form order

[*i.e.*, the Third Contempt Order (NYSCEF Document No. 128)] expired on August 31, 2023 without Defendant “cur[ing] his contempt and comply[ing] fully with the October 26, 2022 order”; and

WHEREAS, as a result, The Nimkoff Firm, through its counsel, sent a letter to this Court (Hon. Robin K. Sheares), dated September 20, 2023, stating:

Dear Justice Sheares:

We represent the plaintiff/judgment creditor Nimkoff Rosenfeld & Schechter, LLP (“Plaintiff”) in this action. We write to: (1) apprise the Court that defendant/judgment debtor Levi Heber (“Defendant”) remains in contempt of this Court’s October 26, 2022 Order; and (2) ask the Court to now issue a warrant to the Sheriff to arrest and imprison Defendant, as provided for under this Court’s August 1, 2023 Order.

Indeed, by Order dated October 26, 2022 (NYSCEF dkt. nos. 105, 106), this Court held Defendant in contempt of its prior Order dated July 7, 2022 (NYSCEF dkt. nos. 101, 102), directed him to deposit a minimum of \$2,300 into his bank account at Bank of America each and every month and prohibited him from making any withdrawals from that account. Through that October 26, 2022 Order, this Court ordered, among other things, as follows:

ORDERED that: (a) defendant Levi Heber has failed to substantially comply with this Courts Order dated July 7, 2022; (b) defendant Levi Heber’s failure to comply with the Order dated July 7, 2022 was willfully disobedient and intentional; (c) plaintiff has been prejudiced by defendant Levi Heber's conduct; and (d) defendant Levi Heber is in contempt; and it is further

ORDERED that, in lieu of a monetary penalty or other penalty or punishment for his contempt and unless and until the Judgments are fully satisfied, defendant Levi Heber must continuously keep his bank account at Bank of America bearing the account number ending in 8559 open and must ensure that deposits are made into that account on a monthly basis (*i.e.*, each and every month) in an aggregate amount of not less than \$2,300 and that no withdrawals be made from that bank account....

When it, thereafter, became readily apparent that Defendant was in contempt of the October 26, 2022 Order (which had held Defendant in contempt of the July 7, 2022 Order), Plaintiff sought relief through yet a further order of contempt (*see* (NYSCEF dkt. nos. 107-127). By Order dated, and entered, August 1, 2023 (NYSCEF dkt. nos. 128, 129), this Court held Defendant in contempt -- **yet again** -- this time of the October 26, 2022 Order. Through that August 1, 2023 Order, Your Honor:

ORDERED that Levi Heber is in contempt of the October 26, 2022 order; and... further...

ORDERED, that if Levi Heber does not cure his contempt and comply fully with the October 26, 2022 order within thirty days of entry of this short form order, a warrant shall issue to the Sheriff to arrest and imprison Levi Heber until he is in full compliance.

On August 2, 2023, my office served Defendant with Notice of Entry of the August 1, 2023 Order (NYSCEF dkt. no. 129). "Thirty days of entry of this [August 1, 2023] short form order" expired on August 31, 2023 without Defendant "cur[ing] his contempt and comply[ing] fully with the October 26, 2022 order."

Prior to sending this letter, I asked Defendant's counsel to provide proof that Defendant was in full compliance with this Court's Orders dated October 26, 2022 and August 1, 2023. In response, Defendant's counsel provided the enclosed bank statement, which not only utterly fails to show that Defendant cured his contempt and fully complied with this Court's Orders, it, in fact, demonstrates his continuing contempt. Specifically, the bank statement does not show that Defendant (1) has deposited \$2,300 to his Bank of America account for each and every month since the October 26, 2022 Order (11 months having since expired during which Defendant was required to have deposited a minimum of \$25,300 ($\$2,300 \times 11 = \$25,300$) or (2) has refunded the approximate \$26,000 in withdrawals that he has made since the October 26, 2022 Order was entered. Moreover, the bank statement further demonstrates that, in yet a further contempt of this Court's Orders, Defendant continues to make or permit withdrawals from his account.

Given the totality of all these circumstances, we respectfully submit that "enough is enough" and, therefore, respectfully request that, in accordance with this Court's August 1, 2023 Order, the Court now issue a warrant "to the Sheriff to arrest and imprison Levi Heber until he is in full compliance."

NYSCEF Document No. 132; *see also* NYSCEF Document No. 133; and

WHEREAS, Mr. Heber, through his counsel, responded, by letter dated September 21, 2023, as follows:

Dear Justice Sheares,

We represent the Defendant, Levi Heber, in this action. In the court's August 1, 2023 Order, the court required the Defendant to cure his contempt and that is what he has done. The Defendant has made sure \$2300 was deposited into the account and stopped any further withdrawals. The statement reflects the \$2300 in the account and also will show an automatic payment to ezipass. My client immediately stopped that automatic payment as he believed he had already stopped that from happening. The September statement will reflect that no withdrawals are being made. Defendant was not required to deposit \$25,300 as per the court's order. Defendant was to cure his default by stopping any further withdrawal and begin depositing \$2300.

As Defendant has stated numerous times, he is not willfully in contempt of the courts order and would comply with the 10% federal limit for garnishment of wages. Given the totality of all the circumstances, we respectfully ask the court to deny plaintiff's attempt to imprison the Defendant. If the court would like to discuss the matter further, we ask that a court conference be scheduled for this matter.

NYSCEF Document No. 134; and

WHEREAS, the Court, on October 2, 2023, sent an email to the parties, stating (with emphasis added):

Good afternoon,

The court is in receipt of letters dated September 20, 2023 and September 21, 2023 regarding a warrant request.

Defendant [Mr. Heber] is ordered to provide the court with bank statements from November, 2022 to present which reflect that court ordered deposits have been made in compliance with the Court's October 26, 2022 order. This

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information should be sent to both opposing counsel and me by replying to this email. If the bank statements are not received by 11:00 am on Friday, October 6th, Plaintiff may submit an order, in Microsoft Word format, requesting a warrant.

Thank you and have a nice day.

Tyedanita McLean, Esq.
Principal Court Attorney to the
Hon. Robin K. Sheares

; and

WHEREAS, by email dated October 4, 2023, Defendant's counsel sent an email to the Court, stating:

Good Morning Ms. McLean,
Our firm represents the Defendants in this matter. Our office is currently closed for the Holiday of Sukkot until October 9th and I am also out on paternity leave as my wife just had a baby, can the court give us a one week adjournment until, Friday October 13th? I have not been able to speak with my client yet and I am currently out of town. Thank you so much for your understanding.

; and

WHEREAS, in prompt response, the Court, a few minutes later on October 4, 2023, sent an email to Defendant's counsel (copied to The Nimkoff Firm' counsel and other counsel), stating:

Good morning,

Happy Holiday and congratulations on the birth of your newborn.

Please submit the requested information by 11:00 am Wednesday, October 18th.

Have a great day.

Tyedanita McLean, Esq.
Principal Court Attorney to the
Hon. Robin K. Sheares

; and

WHEREAS, Mr. Heber, however, to date, has simply ignored this Court's order to submit his bank statements, or any of them, to the Court, and, accordingly, by order dated October 31, 2023 (the "Fourth Contempt Order"), this Court, among other things:

ORDERED, that LEVI HEBER remains in contempt of Court; [and stated that [i]t is further

ORDERED, that Plaintiff's request for a warrant to the Sheriff to arrest and imprison LEVI HEBER until he is in full compliance with the October 26, 2022 order [*i.e.*, the Second Contempt Order (NYSCEF Document No. 105)] is **GRANTED**

See the Fourth Contempt Order (NYSCEF Document No. 136) at 2 (bold emphasis in original); and

WHEREAS, thereafter, based on Mr. Heber's representation (through his counsel) that he was pursuing mortgage financing to satisfy the Judgment, and, with the Nimkoff Firm's consent, this Court, by order dated December 19, 2023 (NYSCEF Document No. 141), held the Fourth Contempt Order in abeyance until January 16, 2024, so that Mr. Heber could pursue the mortgage financing. The court also ordered that the Nimkoff Firm could submit, after January 16, 2024, the warrant of arrest that the Court ordered through its Fourth Contempt Order (*see* NYSCEF Document No. 136 at 2); and

WHEREAS, as the Judgment was not, thereafter, satisfied in whole or in part through any mortgage financing, the Court, on May 22, 2024, issued a warrant for Mr. Heber's arrest due to his willful and repeated failures to comply with the Court's orders. *See* NYSCEF Document No. 171; and

WHEREAS, 23 months after the issuance of the warrant for Mr. Heber's arrest, the New York City Sheriff took Mr. Heber into custody on April 22, 2026; and

WHEREAS, by order of that same day, April 22, 2026 (NYSCEF Document No. 314), the Court ordered that a hearing be held the next day, April 23, 2026, "for a periodic review of proceedings pursuant to Judiciary Law Section 774..." *Id.*; and

WHEREAS, that hearing was held on April 23, 2026, after which the Court issued an order (NYSCEF Document No. 315) bearing that same date, providing, among other things:

The defendant Levi Heber remains in contempt of this Court's orders dated October 26, 2022, August 1, 2023, October 31, 2023 and December 19, 20023. . . . Mr. Heber may purge his contempt by forwarding by check or wire (Mr. [Ronald A.] Nimkoff [the principal of the Nimkoff Firm("Mr. Nimkoff")]) to provide wiring instructions upon request), the sum of One Hundred Twenty-Four Thousand Nine Hundred Dollars (\$124,900) to Mr. Nimkoff. Within one business day of Mr. Nimkoff's receipt of the \$124,900 in cleared funds, Mr. Nimkoff will so advise the Court

Upon learning from Mr. Nimkoff of his receipt of the \$124,900 in cleared funds, the Court will schedule a conference within 10 days (or wherever thereafter it is practicable for the Court to conduct a conference) to discuss Mr. Heber's payment of the balance of the judgment at issue in this action. Mr. Heber must, himself, appear in person at such conference.

Id. (Underlined emphasis in original) and;

WHEREAS, the next day, April 24, 2026, Mr. Nimkoff advised the Court pursuant to its April 23, 2026 order (*id.*), that he was in receipt of the cleared funds required to be paid to purge Mr. Heber's contempt of the Court's orders (*see* NYSCEF Document No. 316); and

WHEREAS, as a result, Mr. Heber was released from custody, on April 24, 2026, pursuant to this Court's order bearing that date. *See* NYSCEF Document No. 319, which also provided:

ORDERED that the parties and their counsel shall appear before this Court on Wednesday April 29, 2026, at 2:30PM in Room 524, 360 Adams Street, Brooklyn, N.Y. 11201 for a conference to address the payment of the remaining balance of the underlying judgment, at which time LEVI HEBER shall appear personally, in-person, and shall continue to appear at any adjournments thereof as directed by the Court.

Id. at 2 (emphasis in original); and

WHEREAS, pursuant to this Court's orders dated April 23, 2026 and April 24, 2024 (NYSCEF Document Nos. 315 and 319, respectively), a conference was held on April 29, 2026;

NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

1. All of the Court's prior orders remain in full force and effect, except as modified and/or supplemented by this order;

2. Mr. Heber shall, on or before the last business day of each month (beginning with the month of May 2026), pay to Mr. Nimkoff the sum of Two Thousand Three Hundred Dollars (\$2,300) by depositing that amount in the same attorney escrow (IOLTA) account maintained at JPMorgan Chase (account ending in 2191) to which the funds (\$124,900) required to purge Mr. Heber's contempt were wired;

3. In addition to the payments referenced in paragraph 2 immediately above, Mr. Heber shall also, on or before the last business day of April of each year (beginning with April 2027), pay to Mr. Nimkoff all of the accumulated interest then due and owing on the Judgment, which, as of April 24, 2026 (and after applying the funds (\$124,900) paid to purge Mr. Heber's contempt), was in the principal amount of One Hundred Forty-Nine Thousand Two Hundred Eighty-Two Dollars and Fourteen Cents (\$149,282.14). Mr. Heber shall deposit the amount of that accumulated interest in the same attorney escrow (IOLTA) account maintained at JPMorgan Chase (account ending in 2191) to which the funds (\$124,900) required to purge Mr. Heber's contempt were wired

4. The payments referenced in paragraphs 2 and 3 immediately above, shall be paid until the Judgment is wholly satisfied;

5. In the event that Mr. Heber does not strictly comply with paragraphs 2-4 immediately above, Mr. Nimkoff may submit an affirmation to the Court, advising of Mr. Heber's non-compliance, and the Court will then immediately issue a warrant for Mr. Heber's arrest for contempt;

6. Mr. Heber may, at any time, make any payments towards satisfying the Judgment in addition to those that are required pursuant to this Order in order to pay down the principal amount due and owing on the Judgment as well as to decrease the accumulating interest;

7. Mr. Nimkoff shall hold Mr. Heber harmless from any claim asserted by any other partner, or former partner, of the Nimkoff Firm that any of the funds that Mr. Heber has paid to Mr. Nimkoff pursuant to this Order should, instead, have been paid to such partner, or former partner.

This shall constitute the Order of the Court.

May 7, 2026

ENTERED/SO ORDERED



JSC

Robin K. Sheares, JSC

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