

SUPREME COURT OF THE STATE OF NEW YORK, APPELLATE DIVISION,
SECOND JUDICIAL DEPARTMENT

Hildreth Real Estate Advisors, LLC v. Learned Hands Court, LLC;
Trunzo General Contracting Corp.

Hildreth Real Estate Advisors, LLC v. Learned Hands Ct., LLC, 2026 NY Slip Op 01774 · No. 2024-05251 ·
Decided March 25, 2026

SUMMARY

The Appellate Division, Second Department affirmed an order denying Trunzo General Contracting Corp.'s motion to dismiss claims arising from its purported exercise of a right of first refusal. The court held that the prior order was not law of the case on standing, that Trunzo did not establish Hildreth's lack of standing, and that the amended complaint adequately pleaded tortious interference with contract.

CASE DETAILS

COURT	Supreme Court of the State of New York, Appellate Division, Second Judicial Department
WRITING FOR THE COURT	Hector D. LaSalle, P.J.; Cheryl E. Chambers, J.; William G. Ford, J.; James P. McCormack, J.
JURISDICTION	Supreme Court of the State of New York, Appellate Division, Second Judicial Department
DECIDED	March 25, 2026
DOCKET	2024-05251
DISPOSITION	affirmed
PROCEDURAL POSTURE	Trunzo General Contracting Corp. appealed from an order denying its motion under CPLR 3211(a) to dismiss the amended complaint insofar as asserted against it.
STANDARD OF REVIEW	On a CPLR 3211(a)(3) motion based on lack of standing, the moving defendant bears the burden of establishing prima facie that the plaintiff lacks standing. On a CPLR 3211(a)(7) motion, the pleading is liberally construed, its allegations are assumed to be true, and the plaintiff is afforded every favorable inference.
PRECEDENTIAL VALUE	published

PARTIES

Trunzo General Contracting Corp. v. Hildreth Real Estate Advisors, LLC

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QUESTIONS PRESENTED

1. Whether a prior order constituted law of the case concerning Hildreth's standing to assert tortious interference with contract.
2. Whether Trunzo established prima facie that Hildreth lacked standing to assert tortious interference with Hildreth's contract with Learned Hands.
3. Whether the amended complaint adequately pleaded a cause of action for tortious interference with contract.

HOLDINGS

1. The prior order did not constitute law of the case because it did not address Hildreth's standing to assert tortious interference with contract.
2. Trunzo failed to establish prima facie that Hildreth lacked standing to assert a tortious-interference claim based on Trunzo's purported exercise of its right of first refusal.
3. The amended complaint adequately pleaded a viable cause of action for tortious interference with contract.

KEY QUOTATIONS

"The law of the case doctrine applies only to legal determinations that were necessarily resolved on the merits in a prior decision, and to the same question in the same case" (*2)

"the burden is on the moving defendant to establish, prima facie, the plaintiff's lack of standing" (*2)

FACTUAL BACKGROUND

Hildreth entered into a contract of sale, later amended, to purchase commercial property from Learned Hands. Part of the property was leased to Trunzo, whose lease granted it a right of first refusal if Learned Hands sold the property in an arm's-length transaction. Trunzo purported to exercise that right of first refusal, and the sale to Hildreth did not occur. Hildreth alleged that Trunzo's purported exercise improperly procured Learned Hands' breach of the contract of sale.

PROCEDURAL HISTORY

Hildreth sued Learned Hands Court, LLC for specific performance and breach of contract and sued Trunzo for tortious interference with contract. The Supreme Court, Suffolk County, denied Trunzo's motion to dismiss the amended complaint. The Appellate Division affirmed.

DISPOSITION

affirmed

CASES CITED

- Benjamin v. Yeroushalmi, 212 A.D.3d 758, 759
- Katz v. Hampton Hills Assoc. Gen. Partnership, 186 A.D.3d 688, 690
- Big C Contr. Corp. v. Fishman, 237 A.D.3d 1022
- Flatbush Two, LLC v. Morales, 190 A.D.3d 826, 827
- Saccoccia v. Greenberg, 136 A.D.3d 881, 883
- Golden Jubilee Realty, LLC v. Castro, 196 A.D.3d 680, 682, 683-684
- BAC Home Loans Servicing, LP v. Rychik, 161 A.D.3d 924, 925
- Nicosia v. Bd. of Mgrs. of the Weber House Condominium, 77 A.D.3d 455, 455-456
- National Land & Building Corp. v. Kazim, 25 A.D.3d 513, 514
- Leon v. Martinez, 84 N.Y.2d 83, 87
- City RE Group, LLC v. 2633 Ocean Realty, LLC, 221 A.D.3d 653, 653
- Lama Holding Co. v. Smith Barney, 88 N.Y.2d 413, 424