

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

Landscape Details, Inc. v. Bernard

2026 NY Slip Op 00365 · No. 2024-11935 · Decided January 28, 2026

SUMMARY

The Appellate Division, Second Department affirmed the denial of the defendants’ CPLR 3211(a)(7) motion to dismiss an action seeking, among other relief, quantum meruit for unpaid landscaping materials, labor, and services. The court held that the alleged oral agreement was capable of performance within one year and therefore was not barred by the Statute of Frauds. It also held that, even assuming the transaction involved goods priced at \$500 or more, the complaint adequately alleged receipt and acceptance under UCC 2-201(3)(c).

CASE DETAILS

COURT	Supreme Court of the State of New York, Appellate Division, Second Judicial Department
WRITING FOR THE COURT	Francesca E. Connolly, J.P.; Lara J. Genovesi, J.; Janice A. Taylor, J.; James P. McCormack, J.
JURISDICTION	Supreme Court of the State of New York, Appellate Division, Second Judicial Department
DECIDED	January 28, 2026
DOCKET	2024-11935
DISPOSITION	affirmed
PROCEDURAL POSTURE	The defendants appealed from an order denying their CPLR 3211(a)(7) motion to dismiss the complaint for failure to state a cause of action.
STANDARD OF REVIEW	On a CPLR 3211(a)(7) motion, the court liberally construes the pleading, accepts the alleged facts as true, accords the plaintiff the benefit of every favorable inference, and determines only whether the alleged facts fit within any cognizable legal theory.
PRECEDENTIAL VALUE	published
PARTIES	Nathaniel Bernard, Other defendants v. Landscape Details, Inc.

TOPICS

motions to dismiss

quantum meruit

statute of frauds

uniform commercial code

civil procedure

PRACTICE AREAS

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QUESTIONS PRESENTED

1. Whether the alleged oral agreement was unenforceable under General Obligations Law § 5-701(a)(1) because it could not be performed within one year.
2. Whether dismissal was required under UCC 2-201 because the alleged agreement involved an oral sale of goods priced at \$500 or more.
3. Whether the complaint adequately stated a cause of action under the CPLR 3211(a)(7) pleading standard.

HOLDINGS

1. The oral agreement was capable by its terms of being performed within one year, so General Obligations Law § 5-701(a)(1) did not bar the action.
2. Dismissal under UCC 2-201 was not warranted because, accepting the allegations as true, the complaint adequately alleged that the defendants received and accepted the goods and that the plaintiff's conduct was unequivocally referable to the agreement.
3. The complaint stated a cognizable claim, and the defendants' motion to dismiss was properly denied.

KEY QUOTATIONS

“In considering a motion pursuant to CPLR 3211(a)(7) to dismiss a complaint for failure to state a cause of action, the court must afford the pleading a liberal construction, accept the facts as alleged in the pleading as true, accord the plaintiff the benefit of every possible favorable inference, and determine only whether the facts as alleged fit within any cognizable legal theory” ([*2])

“General Obligations Law § 5-701(a)(1) has consistently been interpreted to encompass only those contracts which, by their terms, 'have absolutely no possibility in fact and law of full performance within one year'” ([*2])

“As long as the agreement may be fairly and reasonably interpreted such that it may be performed within a year, the Statute of Frauds will not act as a bar however unexpected, unlikely, or even improbable that such performance will occur during that time frame” ([*2])

FACTUAL BACKGROUND

Landscape Details allegedly performed landscaping work and supplied labor, services, equipment, and materials for a project at the defendants' home in Southampton between December 2022 and June 2, 2023. The complaint alleged that payment was deferred as a courtesy to Nathaniel Bernard, an employee of Landscape Details, with Bernard's employment bonuses credited against the balance until payment in full or termination of his

employment. Bernard's employment ended on August 4, 2023, but the defendants allegedly failed to pay the outstanding balance of \$168,000.

PROCEDURAL HISTORY

Landscape Details commenced an action, including a quantum meruit claim, seeking payment for landscaping materials, labor, equipment, and services allegedly provided at the defendants' home. The Supreme Court, Suffolk County, denied the defendants' motion to dismiss based on the Statute of Frauds and the Uniform Commercial Code's writing requirement. The Appellate Division affirmed.

DISPOSITION

affirmed

CASES CITED

- Langley v. Melville Fire Dist., 213 AD3d 748, 750
- Leon v. Martinez, 84 NY2d 83, 87-88
- Houtenbos v. Fordune Assn., Inc., 200 AD3d 662, 663
- Sokol v. Leader, 74 AD3d 1180, 1180-1181
- Bailey v. City of New York, 228 AD3d 713, 715
- Maursky v. Latham, 219 AD3d 473, 475
- JNG Constr., Ltd. v. Roussopoulos, 135 AD3d 709, 710
- Cron v. Hargro Fabrics, 91 NY2d 362, 366-367
- D & N Boening v. Kirsch Beverages, 63 NY2d 449, 454
- Starr v. Akdeniz, 162 AD3d 948, 949
- Hymowitz v. Nguyen, 209 AD3d 997, 1001
- Air Masters v. Bob Mims Heating & A.C. Serv., 300 AD2d 513, 515
- Dreamco Dev. Corp. v. Cranesville Block Co., 229 AD3d 1187, 1188
- Bazak Intl. Corp. v. Mast Indus. Inc., 73 NY2d 113, 117
- S & G Golden Estates, LLC v. New York Golf Enters., Inc., 216 AD3d 831, 832
- Barretti v. Detore, 95 AD3d 803, 807