APPELLATE DIVISION OF THE SUPREME COURT OF THE STATE OF NEW YORK, FIRST DEPARTMENT

Kingdom Assoc., Inc. v. WBC Servs. Inc.

2026 N.Y. Slip Op. 03070 · No. Index No. 158068/24; Appeal No. 6622; Case No. 2025-02291 · Decided May 14, 2026

SUMMARY

The Appellate Division, First Department unanimously reversed an order dismissing Kingdom Associates, Inc.'s claims against WBC Services Inc. for breach of contract, quantum meruit, promissory estoppel, and unjust enrichment. The court held that the allegations and documentary evidence did not conclusively defeat the possibility of an enforceable agreement or otherwise warrant dismissal.

CASE DETAILS

COURT	Appellate Division of the Supreme Court of the State of New York, First Department
WRITING FOR THE COURT	Webber, J.P.; González, J.; Pitt-Burke, J.; Higgitt, J.; Hagler, J.
JURISDICTION	New York Appellate Division, First Department
DECIDED	May 14, 2026
DOCKET	Index No. 158068/24; Appeal No. 6622; Case No. 2025-02291
DISPOSITION	reversed
PROCEDURAL POSTURE	Appeal from an order of Supreme Court, New York County, granting WBC Services Inc.'s motion to dismiss claims for breach of contract, quantum meruit, promissory estoppel, and unjust enrichment.
STANDARD OF REVIEW	On a motion to dismiss under CPLR 3211(a)(1), documentary evidence must utterly refute the plaintiff's factual allegations and conclusively establish a defense as a matter of law.
PRECEDENTIAL VALUE	Published intermediate appellate decision; published by the New York State Law Reporting Bureau, subject to revision because the decision is uncorrected.
PARTIES	Kingdom Associates, Inc. v. WBC Services Inc.

TOPICS

breach of contract | quantum meruit | promissory estoppel | unjust enrichment | motions to dismiss

PRACTICE AREAS

contracts | construction law | civil procedure | appellate procedure | commercial litigation

QUESTIONS PRESENTED

1. Whether Kingdom Associates adequately pleaded a breach-of-contract claim.
2. Whether documentary evidence conclusively established that no enforceable contract existed, including because the alleged agreement was unsigned.
3. Whether Kingdom Associates adequately pleaded promissory estoppel, quantum meruit, and unjust enrichment claims.
4. Whether the non-contract claims were duplicative of the breach-of-contract claim.
5. Whether Supreme Court's isolated reference to summary judgment was prejudicial error.

HOLDINGS

1. The complaint stated a breach-of-contract cause of action because it alleged the existence of an agreement, Kingdom Associates' performance, WBC's breach, and resulting damages.
2. Dismissal under CPLR 3211(a)(1) was improper because WBC's documentary evidence did not utterly refute Kingdom Associates' allegations or conclusively establish a defense as a matter of law.
3. The promissory-estoppel claim was sufficiently pleaded and was not conclusively refuted by WBC's documentary evidence.
4. The quantum-meruit claim was adequately pleaded and should not have been dismissed.
5. The unjust-enrichment claim was adequately pleaded because Kingdom Associates alleged that WBC was enriched by its labor.
6. The non-contract claims were not subject to dismissal as duplicative because WBC disputed the alleged existence of an agreement.
7. The isolated reference to summary judgment was a non-prejudicial error and did not warrant reversal.

KEY QUOTATIONS

> *"To establish a claim for breach of contract, a plaintiff must allege the "existence of a contract, the plaintiff's performance thereunder, the defendant's breach thereof, and resulting damages""* ([*1])

> *"Even "an unsigned contract may be enforceable, provided there is objective evidence establishing that the parties intended to be bound""* ([*1])

> *"The elements of a claim for promissory estoppel are: (1) a promise that is sufficiently clear and unambiguous; (2) reasonable reliance on the promise by a party; and (3) injury caused by the reliance"* ([*2])

> *"A plaintiff must show that (1) the other party was enriched, (2) at [the plaintiff's] expense, and (3) that it is against equity and good conscience to permit the other party to retain what is sought to be recovered"* ([*2])

FACTUAL BACKGROUND

Kingdom Associates alleged that it agreed with WBC to provide construction services and performed by supplying labor, materials, and other services from July 11, 2024, through August 21, 2024. WBC allegedly unilaterally rescinded the agreement or violated a promise to award the subcontract, causing Kingdom Associates to incur $1.075 million in expenses. The parties exchanged multiple project-related emails, and Kingdom Associates worked on the project for more than a month before WBC asserted that no agreement existed.

PROCEDURAL HISTORY

Kingdom Associates alleged that it entered an agreement with WBC to provide construction services, performed by supplying labor and materials, and incurred $1.075 million in expenses after WBC allegedly rescinded the agreement. Supreme Court granted WBC's motion to dismiss. The Appellate Division unanimously reversed on the law and denied the motion.

DISPOSITION

reversed

REMAND INSTRUCTIONS

The order granting WBC Services Inc.'s motion to dismiss was reversed, and the motion was denied. No specific further instructions were stated.

CASES CITED

- Heijung Park v. Nam Yong Kim, 205 A.D.3d 429, 430 (1st Dep't 2022)
- Goshen v. Mut. Life Ins. Co. of N.Y., 98 N.Y.2d 314, 326 (2002)
- Art & Fashion Group Corp. v. Cyclops Prod., Inc., 120 A.D.3d 436, 438 (1st Dep't 2014)
- Flores v. Lower E. Side Serv. Ctr., Inc., 4 N.Y.3d 363, 369 (2005)
- MatlinPatterson ATA Holdings LLC v. Fed. Express Corp., 87 A.D.3d 836, 841-842 (1st Dep't 2011), leave to appeal denied, 21 N.Y.3d 853 (2013)
- Fulbright & Jaworski, LLP v. Carucci, 63 A.D.3d 487, 489 (1st Dep't 2009)
- Mandarin Trading Ltd. v. Wildenstein, 16 N.Y.3d 173, 182 (2011)
- Kasmin v. Josephs, 228 A.D.3d 431, 433 (1st Dep't 2024)

OPINION

PER CURIAM.

<div>Kingdom Assoc., Inc. v WBC Servs. Inc. - 2026 NY Slip Op 03070 <div> skip to main content </div> <div> <p>It appears you are using Adblock. Please disable Adblock to best experience our website.</p> </div> <div> <header> <div> <img src="/reporter/images/nys-logo-

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Here, plaintiff alleged that it entered into an agreement with WBC to provide construction services, that plaintiff performed under the agreement by providing labor and materials until WBC breached by unilaterally rescinding its agreement, and that plaintiff suffered $1.075 million in expenses.

Thus, plaintiff stated the cause of action.</p> <p>Defendant is not entitled to dismissal based on the documentary evidence pursuant to CPLR 3211(a)(1), since the evidence submitted by WBC does not "utterly refute[] plaintiff's factual allegations, conclusively establishing a defense as a matter of law" (<i>Goshen v Mutual Life Ins. Co. of N.Y.</i>, 98 NY2d 314, 326 [2002]).

The fact that the alleged agreement between the parties was unsigned does not preclude the possibility that there was an enforceable contract (<i>see</i> <i>Art & Fashion Group Corp. v Cyclops Prod., Inc.</i>, 120 AD3d 436, 438 [1st Dept 2014]). Even "an unsigned contract may be enforceable, provided there is objective evidence establishing that the parties intended to be bound" (<i>Flores v Lower E. Side Serv.

Ctr., Inc.</i>, 4 NY3d 363, 369 [2005]). Here, there were multiple emails between the parties discussing the project that collectively could be construed as an accepted offer, and plaintiff had worked on the project for over a month before WBC took the position that there was no agreement.

Accordingly, even if there was no signed contract, it cannot be determined on the documentary evidence that there was not an enforceable agreement.</p> [*2] <p>Supreme Court also improperly dismissed plaintiff's promissory estoppel claim. "The elements of a claim for promissory estoppel are: (1) a promise that is sufficiently clear and unambiguous; (2) reasonable reliance on the promise by a party; and (3) injury caused by the reliance" (<i>MatlinPatterson ATA Holdings LLC v Federal Express Corp.</i>, 87 AD3d 836, 841-842 [1st Dept 2011], <i>lv denied</i> 21 NY3d 853 [2013]).

Plaintiff pleaded all of these elements, to wit: that "WBC made a clear and unambiguous promise that it was awarding the [subcontract] to [p]laintiff"; that "it was reasonable and foreseeable that [p]laintiff would rely on this unambiguous promise by WBC and commence work"; that "WBC violated its unambiguous promise to award the work to [p]laintiff"; and that "[d]ue to its detrimental reliance on WBC's unambiguous promise, [p]laintiff has been damaged in the sum of [$1.075 million]."

Moreover, the documentary evidence submitted by WBC does not "utterly refute" plaintiff's allegations regarding the promissory estoppel claim (<i>Goshen</i>, 98 NY2d at 326). While the email chain submitted by WBC does not contain a clear promise to award plaintiff the subcontract, it at least suggests the possibility that WBC made the promise to plaintiff in another manner.</p> <p>To state a claim for quantum meruit, a "plaintiff must allege (1) the performance of services in good faith, (2) the acceptance of the services by the person to whom they are rendered, (3) an expectation of compensation therefor, and (4) the reasonable value of the services" (<i>Fulbright & Jaworski, LLP v Carucci</i>, 63 AD3d 487, 489 [1st Dept 2009]).

Here, plaintiff sufficiently alleged that "[b]etween July 11, 2024 to August 21, 2024, [it] provided the labor, materials, and services" to WBC; that WBC "accepted" those labor, materials, and services; that plaintiff "had an expectation of compensation from WBC"; and that the reasonable value for the labor, materials, and services was $1.075 million. Again, the documentary evidence submitted by WBC does not "utterly refute" plaintiff's allegations regarding the quantum meruit claim (<i>Goshen</i>, 98 NY2d at 326).

Accordingly, Supreme Court should not have dismissed the claim.</p> <p>Supreme Court improperly dismissed plaintiff's cause of action for unjust enrichment. To state such a cause of action, "[a] plaintiff must show that (1) the other party was enriched, (2) at [the plaintiff's] expense, and (3) that it is against equity and good conscience to permit the other party to retain what is sought to be recovered" (<i>Mandarin Trading Ltd. v Wildenstein</i>, 16 NY3d 173, 182 [2011] [internal quotation marks and alterations omitted]).

Plaintiff sufficiently alleged that WBC was enriched by its labor.</p> <p>Finally, we reject WBC's argument that the non-breach of contract claims should be dismissed as duplicative, since it "disputes the alleged existence of a[n]... agreement between the parties" (<i>Kasmin v Josephs</i>, 228 AD3d 431, 433 [1st Dept 2024]).</p> [*3] <p>THIS CONSTITUTES THE DECISION AND ORDER OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT.</p> <p>ENTERED: May 14, 2026</p> </div> <div>

PER CURIAM.

 Kingdom Assoc., Inc. v WBC Servs. Inc. 2026 NY Slip Op 03070 May 14, 2026 Appellate Division, First Department Published by New York State Law Reporting Bureau pursuant to Judiciary Law § 431.

This decision is uncorrected and subject to revision before publication in the Official Reports. Kingdom Associates, Inc., Plaintiff-Appellant, v WBC Services Inc., Defendant-Respondent, Broadway PT 1710 LLC et al., Defendants. Decided and Entered: May 14, 2026 Index No. 158068/24|Appeal No. 6622|Case No. 2025-02291| Before: Webber, J.P., GonzáLez, Pitt-Burke, Higgitt, Hagler, JJ. Forchelli Deegan Terrana LLP, Uniondale (Parshhueram T. Misir of counsel), for appellant.

Littler Mendelson P.C., New York (Puja Sharma of counsel), for respondent. [*1] Order, Supreme Court, New York County (Arthur F. Engoron, J.), entered on or about April 10, 2025, which granted the motion of defendant WBC Services Inc. to dismiss plaintiff's claims for breach of contract, quantum meruit, promissory estoppel, and unjust enrichment, unanimously reversed, on the law, without costs, and the motion denied.

Preliminarily, we find that the isolated reference to "summary judgment" in the court's order was a non-prejudicial error that does not warrant reversal. To establish a claim for breach of contract, a plaintiff must allege the "existence of a contract, the plaintiff's performance thereunder, the defendant's breach thereof, and resulting damages" (Heijung Park v Nam Yong Kim, 205 AD3d 429, 430 [1st Dept 2022]).

Here, plaintiff alleged that it entered into an agreement with WBC to provide construction services, that plaintiff performed under the agreement by providing labor and materials until WBC breached by unilaterally rescinding its agreement, and that plaintiff suffered $1.075 million in expenses.

Thus, plaintiff stated the cause of action. Defendant is not entitled to dismissal based on the documentary evidence pursuant to CPLR 3211(a)(1), since the evidence submitted by WBC does not "utterly refute[] plaintiff's factual allegations, conclusively establishing a defense as a matter of law" (Goshen v Mutual Life Ins. Co. of N.Y., 98 NY2d 314, 326 [2002]).

The fact that the alleged agreement between the parties was unsigned does not preclude the possibility that there was an enforceable contract (see Art & Fashion Group Corp. v Cyclops Prod., Inc., 120 AD3d 436, 438 [1st Dept 2014]). Even "an unsigned contract may be enforceable, provided there is objective evidence establishing that the parties intended to be bound" (Flores v Lower E. Side Serv.

Ctr., Inc., 4 NY3d 363, 369 [2005]). Here, there were multiple emails between the parties discussing the project that collectively could be construed as an accepted offer, and plaintiff had worked on the project for over a month before WBC took the position that there was no agreement.

Accordingly, even if there was no signed contract, it cannot be determined on the documentary evidence that there was not an enforceable agreement. [*2] Supreme Court also improperly dismissed plaintiff's promissory estoppel claim. "The elements of a claim for promissory estoppel are: (1) a promise that is sufficiently clear and unambiguous; (2) reasonable reliance on the promise by a party; and (3) injury caused by the reliance" (MatlinPatterson ATA Holdings LLC v Federal Express Corp., 87 AD3d 836, 841-842 [1st Dept 2011], lv denied 21 NY3d 853 [2013]).

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Moreover, the documentary evidence submitted by WBC does not "utterly refute" plaintiff's allegations regarding the promissory estoppel claim (Goshen, 98 NY2d at 326). While the email chain submitted by WBC does not contain a clear promise to award plaintiff the subcontract, it at least suggests the possibility that WBC made the promise to plaintiff in another manner.

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Accordingly, Supreme Court should not have dismissed the claim. Supreme Court improperly dismissed plaintiff's cause of action for unjust enrichment. To state such a cause of action, "[a] plaintiff must show that (1) the other party was enriched, (2) at [the plaintiff's] expense, and (3) that it is against equity and good conscience to permit the other party to retain what is sought to be recovered" (Mandarin Trading Ltd. v Wildenstein, 16 NY3d 173, 182 [2011] [internal quotation marks and alterations omitted]).

Plaintiff sufficiently alleged that WBC was enriched by its labor. Finally, we reject WBC's argument that the non-breach of contract claims should be dismissed as duplicative, since it "disputes the alleged existence of a[n]... agreement between the parties" (Kasmin v Josephs, 228 AD3d 431, 433 [1st Dept 2024]). [*3] THIS CONSTITUTES THE DECISION AND ORDER OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT.

ENTERED: May 14, 2026