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)