

**Low Income Housing Corp. v Pine Ridge Constr. Mgt.,
LLC**

2025 NY Slip Op 33222(U)

August 27, 2025

Supreme Court, New York County

Docket Number: Index No. 655880/2024

Judge: Lyle E. Frank

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This opinion is uncorrected and not selected for official publication.

**SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY**

PRESENT: HON. LYLE E. FRANK PART 11M

Justice

-----X

LOW INCOME HOUSING CORP. et al

Plaintiff,

- v -

PINE RIDGE CONSTRUCTION MANAGEMENT, LLC et al

Defendant.

-----X

INDEX NO. 655880/2024

MOTION DATE 03/03/2025

MOTION SEQ. NO. 001

**DECISION + ORDER ON
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 001) 8, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 31, 32, 33, 34, 35, 39, 40, 41, 42, 43, 44, 45

were read on this motion to/for DISMISSAL.

Upon the foregoing documents, the motion is denied.

Background

Plaintiffs are a collection of related business entities that own a Project-Based Section 8 apartment on Spring Street. They hired defendant Pine Ridge Construction Management as the general contractor for a renovation project in November of 2020. Pine Ridge in turn hired defendant Supreme Wood Floors, Inc. as a subcontractor to perform the flooring portion of the project. Supreme used vinyl plank flooring that was manufactured by defendant Lucida USA, LLC. The specific flooring used, the MaxCore, comes with a twenty-five-year limited residential warranty and a ten-year limited light commercial warranty. Plaintiff alleges that both Pine Ridge and Supreme were supposed to provide them with copies of all warranties for the project, but both failed to do so.

Plaintiffs allege that within a year of installation, the flooring “began to fail throughout the Premises. Among other issues, the flooring began to peel, warp, buckle, break down, lift from, and detach from the floor, and form gaps between the flooring planks.” When informed

about the issues, Pine Ridge allegedly blamed the residents for leaving wet laundry on the floors. Pine Ridge appears to have ceased operations in October of 2023. When Plaintiff reached out to Lucida about filing a warranty claim, they were told that they would need to go through Supreme first. Supreme, Plaintiff alleges, has refused to respond to their requests for assistance with the warranty claim. Plaintiff filed the underlying proceeding in November of 2024. Two claims are pled against Lucida, one for breach of express warranty and one for breach of implied warranty.

Standard of Review

It is well settled that when considering a motion to dismiss pursuant to CPLR § 3211, “the pleading is to be liberally construed, accepting all the facts alleged in the pleading to be true and according the plaintiff the benefit of every possible inference.” *Avgush v. Town of Yorktown*, 303 A.D.2d 340, 341 [2d Dept. 2003]. Dismissal of the complaint is warranted “if the plaintiff fails to assert facts in support of an element of the claim, or if the factual allegations and inferences to be drawn from them do not allow for an enforceable right of recovery.” *Connaughton v. Chipotle Mexican Grill, Inc*, 29 N.Y.3d 137, 142 [2017].

CPLR § 3211(a)(1) allows for a complaint to be dismissed if there is a “defense founded upon documentary evidence.” Dismissal is only warranted under this provision if “the documentary evidence submitted conclusively establishes a defense to the asserted claims as a matter of law.” *Leon v. Martinez*, 84 N.Y.2d 83, 88 [1994]. A party may move for a judgment from the court dismissing causes of action asserted against them based on the fact that the pleading fails to state a cause of action. CPLR § 3211(a)(7). For motions to dismiss under this provision, “[i]nitially, the sole criterion is whether the pleading states a cause of action, and if from its four corners factual allegations are discerned which taken together manifest any cause of action cognizable at law.” *Guggenheimer v. Ginzburg*, 43 N.Y. 2d 268, 275 [1977].

Discussion

Lucida brings the present motion to dismiss the two claims against them on the basis that the terms of the express warranty that they provide for their flooring preclude both claims. Plaintiffs oppose. For the reasons that follow, the motion is denied as premature.

Dismissal of the Breach of Express Warranty Claim Is Denied as Ambiguous

Plaintiffs allege in the complaint that Lucida breached the express ten-year light commercial warranty against defects. They claim that before the flooring was approved, they were only provided with certain tech specs by Pine Ridge, which referred to a ten-year limited commercial warranty but did not contain the specifics of the warranty. Those terms are in the Product Guide produced by Lucida, which is available online but was not provided to Plaintiffs until after they had issues with the flooring. In an affidavit provided by Eliezer Steinmetz, a principal of Lucida, he affirms that the flooring was purchased by Supreme and that the terms contained in the Product Guide govern the express warranty. He does not state that Supreme was provided with a copy of the Product Guide.

The limitations in the express warranty only cover three specific problems with the flooring, none of which have been alleged here. Therefore, a threshold issue for this motion is whether the terms of the express warranty apply to Plaintiffs. Plaintiffs argue that Lucida breached the express limited warranty referenced in the tech specs provided by Pine Ridge but also argue that the terms of the limited warranty as spelled out in the Product Guide do not apply to them, as that document was not given to them by Pine Ridge. They argue that because the tech spec that they signed off on contained a statement that the flooring was “100% waterproof”, if it turns out that Pine Ridge’s allegations of water damage is correct then Lucida would have breached the express warranty regardless of the disclaimers and conditions on the limited

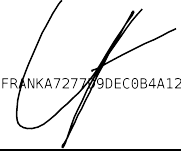
warranty contained in the Product Guide. The complaint merely states that the “light [sic] commercial warranty [was against] defects” and makes no allegation that the warranty breached was regarding the waterproof nature of the flooring. Ultimately, there is ambiguity as to whether Plaintiffs reasonably relied on the tech specs statement that the flooring was 100% waterproof in reference to a limited commercial warranty without accessing the terms on the website limiting that warranty. Because there is ambiguity as to whether the terms of the limited warranty apply to Plaintiffs, or only the statement “100% waterproof” in the tech specs, dismissal is premature.

The Breach of the Implied Warranty Cause of Action States a Valid Claim

The sixth cause of action is for a breach of the implied warranty that the flooring would be used for ordinary purposes. Lucida has moved to dismiss this claim based on the disclaimer in the limited warranty, and that it fails to state a cause of action. But because it is ambiguous whether the terms of the express limited warranty bind Plaintiffs, and they are given every favorable inference on a motion to dismiss, the limited warranty disclaimer is not sufficient to dismiss the sixth cause of action. Lucida also argues that the breach of implied warranty claim must be dismissed against them for lack of privity. When the claim is money damages and not personal injury, a breach of implied warranty claim cannot generally be stated against a manufacturer when there is no privity with the plaintiff. *Miller v. General Motors Corp.*, 99 A.D.2d 454, 454 [1st Dept. 1984]. But Plaintiffs have argued that discovery is needed to determine whether they were intended third-party beneficiaries of the agreements between Lucida and the other defendants. A warranty can extend to third-party beneficiaries. *Morse/Diesel, Inc. v. Atlantic Richfield Co.*, 199 A.D.2d 83, 83 – 4 [1st Dept. 1993]. Therefore, dismissal of the sixth cause of action as against Lucida would be premature at this time. Accordingly, it is hereby

ADJUDGED that the motion is denied.

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8/27/2025

DATE

LYLE E. FRANK, J.S.C.

CHECK ONE:

CASE DISPOSED

NON-FINAL DISPOSITION

GRANTED

DENIED

GRANTED IN PART

OTHER

APPLICATION:

SETTLE ORDER

SUBMIT ORDER

CHECK IF APPROPRIATE:

INCLUDES TRANSFER/REASSIGN

FIDUCIARY APPOINTMENT

REFERENCE