

Studio 1872 Inc. v Bond St. Levy LLC

2025 NY Slip Op 35166(U)

December 12, 2025

Supreme Court, New York County

Docket Number: Index No. 655646/2021

Judge: Lori S. Sattler

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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. LORI S. SATTLER PART 02M

Justice

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STUDIO 1872 INC.,D/B/A C'EST BEAU 1872,

Plaintiff,

- v -

BOND STREET LEVY LLC,ADVANCED RETAIL
CONSTRUCTION, INC.

Defendant.

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INDEX NO. 655646/2021
MOTION DATE 03/03/2025
MOTION SEQ. NO. 006

**DECISION + ORDER ON
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 006) 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161

were read on this motion to/for JUDGMENT - SUMMARY.

This action stems from the allegedly improper filing of a Mechanic’s Lien and the resolution thereof. The Amended Complaint (NYSCEF Doc. No. 134, “Complaint”) filed by Plaintiff Studio 1872 Inc. d/b/a C’est Beau 1872 (“Plaintiff”) asserts causes of action for civil conspiracy, unjust enrichment, improper lien filing, fraud, and tortious interference with a contract against Defendant Advanced Retail Construction, Inc. (“Defendant”). The action was discontinued against Bond Street Levy LLC (“Bond Street”).

In September 2024, Plaintiff moved for partial summary judgment as to liability on all claims except its conspiracy cause of action. Plaintiff then filed the Note of Issue while the motion was pending. The Court rendered its decision in December 2024 (NYSCEF Doc. No. 135, “Prior Decision”), denying Plaintiff’s motion in its entirety. Specifically, it found issues of fact existed on the claim of improper lien filing and the fraud claim, and that Plaintiff failed to prove unjust enrichment or tortiously interference. Defendant then filed this motion seeking summary judgment dismissing the Complaint in its entirety. Plaintiff opposes the motion.

The relevant facts are set forth in greater detail in the Prior Decision and are incorporated by reference herein. Briefly, Plaintiff signed a commercial lease with Bond Street to operate a retail store and hired Defendant to renovate the space. The parties dispute when the work was complete, with Plaintiff maintaining it concluded in December 2019 and Defendant stating it concluded in November 2020. The Covid-19 pandemic interrupted the store's operations, and Plaintiff failed to meet its obligations under the lease and availed itself of pandemic-related protections.

In July 2021, Defendant filed and served Plaintiff with a Mechanic's Lien for \$37,431.72 ("Lien") and Bond Street served Plaintiff with a Notice of Default under its lease. Plaintiff contends the Lien is untimely based on its view as to when the work concluded. Bond Street then settled the Lien with Defendant for \$18,175. The following day, Plaintiff, unaware of the prior settlement, agreed with Defendant to settle the Lien for \$10,000. Plaintiff advised Bond Street that it had resolved the Lien, however Bond Street refused to accept the default as cured and notified Plaintiff it would be charged as additional rent the costs and expenses incurred in satisfying the Lien. Plaintiff commenced this action, alleging that Bond Street and Defendant conspired to fabricate an untimely and improper Lien to give Bond Street grounds for a non-economic default under the lease and Defendant a basis for extracting funds to which it was not entitled.

On a motion for summary judgment, the moving party "must make a prima facie showing of entitlement to judgment as a matter of law, tendering sufficient evidence to eliminate any material issues of fact from the case" (*Winegrad v New York Univ. Med. Center*, 64 NY2d 851, 853 [1985], citing *Zuckerman v City of New York*, 49 NY2d 557, 562 [1980]). Should the movant make its prima facie showing, the burden shifts to the opposing party, who must then

produce admissible evidentiary proof to establish that material issues of fact exist (*Alvarez v Prospect Hosp.*, 68 NY2d 320, 324 [1986]). “Credibility determinations, the weighing of the evidence, and the drawing of legitimate inferences from the facts are jury functions” (*Forrest v Jewish Guild for the Blind*, 3 NY3d 295, 315 [2004], quoting *Anderson v Liberty Lobby, Inc.*, 477 US 242, 255 [1986]).

In the Prior Decision, the Court denied Plaintiff summary judgment on the causes of action alleging improper lien filing and fraud due to the existence of material issues of fact. Those issues, namely the parties’ competing versions of when the work was performed and whether or not Defendant materially misrepresented that the work was ongoing as of November 2020, also preclude summary judgment in Defendant’s favor.

The Court also denied Plaintiff summary judgment on its unjust enrichment and tortious interference with a contract causes of action based on Plaintiff’s failure to establish prima facie cases therefor. Specifically, the Court found Plaintiff failed to show that it is against equity and good conscience to permit Defendant to retain what it collected from Plaintiff (*see Mandarin Trading Ltd. v Wildenstein*, 16 NY3d 173, 182 [2011] [internal quotations omitted]), in part because Defendant in total received less than the value of Lien and Plaintiff ultimately settled all its defaults with Bond Street for less than it owed. Likewise, Plaintiff failed to demonstrate that any of Defendant’s actions were done with an intent to induce Plaintiff to breach its lease (*see Kronos, Inc. v AVX Corp.*, 81 NY2d 90, 94 [1993]). For these same reasons, Defendant’s motion seeking dismissal of these two causes of action is granted.

Finally, Defendant moves for summary judgment dismissing Plaintiff’s conspiracy cause of action. Plaintiff does not oppose this branch of the motion in light of the discontinuance of the case against Bond Street. Therefore, this branch of the motion is granted.

Accordingly, for the reasons set forth herein, it is hereby,

ORDERED that Defendant’s motion for summary judgment dismissing Plaintiff’s Complaint is granted in part and the causes of action for civil conspiracy, unjust enrichment, and tortious interference with a contract are dismissed; and it is further

ORDERED that Defendant’s motion is denied as to the causes of action alleging fraud and improper lien filing.

All other relief sought is denied. This constitutes the Decision and Order of the Court.

12/12/2025
DATE


LORI S. SATTLER, 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