

Supreme Gen. Contr., Inc. v Lieb

2026 NY Slip Op 30024(U)

January 6, 2026

Supreme Court, New York County

Docket Number: Index No. 654255/2019

Judge: Arlene P. Bluth

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SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. ARLENE P. BLUTH PART 14

Justice

-----X

SUPREME GENERAL CONTRACTING, INC.

Plaintiff,

- v -

PIA LIEB, d/b/a COSMETIC DENTISTRY CENTER NYC

Defendant.

-----X

INDEX NO. 654255/2019

MOTION DATE N/A

MOTION SEQ. NO. 002

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 002) 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 68

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

Plaintiff's motion for summary judgment and to dismiss defendant's counterclaims is granted in part and denied in part.

Background

Plaintiff brings this case to collect upon a promissory note accompanied by a personal guarantee. It claims it entered into a remodeling contract for defendant's dental office in the summer of 2014 that included inter alia framing, drywalling, electrical work and plumbing. The contract price was for \$125,000 and also included three change orders that added to the total price. Plaintiff alleges that defendant made partial payments, which reduced the amount owed to about \$90,000.

In 2015, plaintiff claims that defendant executed a promissory note with a personal guarantee that indicated her indebtedness of \$90,328.84. Following the execution of this

guarantee, defendant made additional payments which reduced the amount due to \$80,500.

Plaintiff now seeks summary judgment on the remaining due.

In opposition, defendant argues that the agreed-upon contract price was \$75,000 and that plaintiff's principal then presented her with various documents in August 2014 stating that the work would not be completed if she did not sign them. These documents included change orders and a document indicating that she agreed to pay plaintiff \$95,582.84. Defendant maintains that she was going through a tumultuous divorce, needed the project to be completed and that plaintiff forced her to sign the documents. Defendant adds that she was forced to sign the personal guarantee indicating that she owed \$90,328.84.

She admits that she hoped that by continuing to make incremental payments, plaintiff would complete the project. Defendant argues that she made her last incremental payment in December 2017. She adds that she hired other contractors and that she received estimates to fix plaintiff's work that exceed \$234,000. Defendant claims that she is seeking lost earnings of \$400,000.

In reply, plaintiff emphasizes that defendant admits she signed the personal guarantee and that subsequent payments were made after its execution.

Discussion

As an initial matter, the Court must acknowledge the elephant in the room: that this motion has been pending for way too long. It was fully briefed before the judge previously assigned back in October 2020 and then nothing happened, even after plaintiff's counsel sent an innocuous letter in October 2022. The Court apologizes, on behalf of the Court system, for this inordinate and inexcusable delay.

Turning to the merits, the central question on plaintiff’s affirmative claim, based on the guarantee, is whether or not defendant raised an issue of fact based on duress. After all, defendant admits that she signed the personal guarantee—she simply contends that she was “forced” to sign it because plaintiff took advantage of her emotional distress due to an ongoing acrimonious divorce.

“A contract may be voided on the ground of economic duress where the complaining party was compelled to agree to its terms by means of a wrongful threat which precluded the exercise of its free will” (*767 Third Ave. LLC v Orix Capital Markets, LLC*, 26 AD3d 216, 218 [1st Dept 2006] [internal quotations and citations omitted]).

Here, defendant did not raise a material issue of fact based on duress with respect to the personal guarantee. To be sure, a contentious divorce can add financial and emotional pressure to a dentist renovating her office. But that does not remove the component of free will. Defendant made a conscious choice to acknowledge the debt and sign the personal guarantee for a variety of reasons, including that she had no options for relocating her practice, that she had paid a lot to plaintiff already and that she hoped the project would be completed if she kept paying. None of these justifications suggests a wrongful threat.

Simply because she felt she had no choice does not constitute duress for purposes of voiding a signed acknowledgement of a debt. Plus, defendant continued to make payments after she executed the guarantee. The Court is unable to ignore a document defendant admits she signed. While it may have been inconvenient and financially costly to stop working with plaintiff (assuming that defendant is correct in her characterization of the quality of plaintiff’s work), defendant had a choice and decided to continue the parties’ business relationship.

The Court therefore grants plaintiff's motion to the extent that plaintiff is entitled to the \$80,500 it claims is due.

However, plaintiff did not meet its burden to dismiss the counterclaims. And defendant raised material issues of fact surrounding those counterclaims in opposition—arguments that plaintiff did not address in its reply. Put simply, defendant contends that she obtained estimates to fix and complete the work (NYSCEF Doc. No. 62 [showing various estimates from 2019]). Discovery is necessary to evaluate defendant's claims that plaintiff did such a bad job that defendant is contemplating hiring another contractor and her lost wages claims.

Summary-Next Steps

Therefore, plaintiff is granted summary judgment as to the \$80,500 but it cannot seek to enter a judgment until the counterclaims are resolved (in case defendant prevails and ends up recovering more than what plaintiff is entitled). Discovery must go forward as to the counterclaims. and the court will set a conference to get this very old case going again.

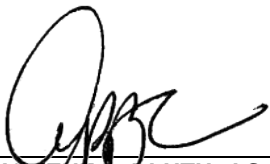
The Court sets a conference to get this very old case going again. The conference is scheduled for February 24, 2026. By February 17, 2026, the parties must upload a discovery update (such as a proposed discovery stipulation) detailing what remains. As this case has lingered for a long, long time, the Court has no idea what discovery remains outstanding, if any. Based on the parties' submission, the Court will assess whether an in person conference is required. Rest assured, this case will no longer be forgotten—it will be pushed quickly toward a resolution whether that is on the merits or via a settlement. Certainly, because of the passage of time, defendant will be able to show exactly what has been done to the premises and the loss of her earnings.

Accordingly, it is hereby

ORDERED that plaintiff’s motion for a summary judgment is granted only with respect to its affirmative claim for \$80,500 and that plaintiff’s ability to enter a judgment shall be held in abeyance pending the resolution of the counterclaims.

Next Conference February 24, 2026. Update Deadline—February 17, 2026. If no update is provided, the Court may adjourn the conference. Please consult the part’s rules regarding conferences.

1/6/2026
DATE


ARLENE F. BLUTH, 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