

Melvin Mech., LLC v William Warren Group, Inc.
2026 NY Slip Op 31191(U)
March 25, 2026
Supreme Court, New York County
Docket Number: Index No. 651084/2025
Judge: Phaedra F. Perry-Bond
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SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. PHAEDRA F. PERRY-BOND PART 35

Justice

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INDEX NO. 651084/2025

MELVIN MECHANICAL, LLC,

MOTION DATE 06/30/2025

Plaintiff,

MOTION SEQ. NO. 001

- v -

THE WILLIAM WARREN GROUP, INC. D/B/A
STORQUEST SELF STORAGE, THE WILLIAM WARREN
GROUP SELF INCOME FUND AGGREGATOR, LLC, THE
WILLIAM WARREN GROUP SELF STORAGE INCOME
FUND REIT, LLC, THE WILLIAM WARREN GROUP SELF
STORAGE INCOME FUND TRS, LLC, THE WILLIAM
WARREN GROUP SELF STORAGE INCOME FUND, L.P,
THE WILLIAM WARREN GROUP SELF STORAGE
INCOME IN-KIND FUND, L.P, WILLIAM WARREN
CORPORATION, WILLIAM WARREN PROPERTIES, INC,
STORQUEST OAKLAND, LLC

DECISION + ORDER ON
MOTION

Defendant.

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The following e-filed documents, listed by NYSCEF document number (Motion 001) 15, 16, 17, 18, 19,
20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37

were read on this motion to/for DISMISSAL

Upon the foregoing documents, Defendants; motion to dismiss Plaintiff's Complaint and
seeking sanctions is granted in part and denied in part.

I. Background

As alleged in the Complaint, Plaintiff and Defendants entered eight separate written service
agreements (the "Agreements") whereby Plaintiff would provide snow removal service at
Defendants' properties. The snow removal services were to be performed for a monthly fixed fee
with additional sales tax. The Agreements were to span two winters - with the first time period
spanning November 1, 2023 through April 30, 2024 and the second time period spanning

November 1, 2024 through April 30, 2025. Plaintiff concedes it was paid for services through November 2023 to March 2024.

However, according to Plaintiff, Defendants prematurely and improperly terminated the Agreements, despite Plaintiff having already reserved the resources to perform under the entire term of the Agreements. Now, Plaintiff sues Defendants for breach of contract, account stated, and attorneys' fees.

Defendants respond with a pre-answer motion to dismiss and seek sanctions. According to Defendants, none of them are signatories to any of the Agreements. The invoices and Agreements upon which plaintiff sues are all signed by or addressed to "Storquest Self Storage" (*see* NYSCEF Docs. 2 and 4). Defendants further rely on an e-mail dated March 22, 2024, whereby Plaintiff was informed that the contracts were signed without authorization and as a result the services allegedly contracted for were discontinued. In opposition, Plaintiff argues Defendants' documentary evidence is defective and have not conclusively refuted Plaintiff's claims. Plaintiff further argues the Agreements were not terminable at will because they provided for a definite duration.

II. Discussion

A. Standard

When reviewing a pre-answer motion to dismiss for failure to state a claim, the Court must give the Plaintiff the benefit of all favorable inferences which may be drawn from the pleadings and determines only whether the alleged facts fit within any cognizable legal theory (*Sassi v Mobile Life Support Services, Inc.*, 37 NY3d 236, 239 [2021]). All factual allegations must be accepted as true (*Allianz Underwriters Ins. Co. v Landmark Ins. Co.*, 13 AD3d 172, 174 [1st Dept 2004]). A motion to dismiss based on documentary evidence is appropriately granted only when the documentary evidence utterly refutes the plaintiff's factual allegations, conclusively

establishing a defense as a matter of law (*Goshen v Mutual Life Ins. Co. of New York*, 98 NY2d 314 [2002]). The documentary evidence must be unambiguous, of undisputed authenticity, and its contents must be undeniable (*VXI Lux Holdco S.A.R.L. v SIC Holdings, LLC*, 171 AD3d 189, 193 [1st Dept 2019]).

B. Account Stated

The motion to dismiss Plaintiff's account stated cause of action is granted. To state a cause of action for account stated, there must be an "account balanced and rendered, with an assent to the balance express or implied; so that the demand is essentially the same as if a promissory note had been given for the balance" (*see TH Fashion Limited v Vince Holding Corp.*, 230 AD3d 1079, 1079-1080 [1st Dept 2025] quoting *Aronson Mayefsky 7 Sloan, LLP v Praeger*, 228 AD3d 182, 185 [1st Dept 2024]). The documentary evidence and Plaintiff's own allegations, utterly refute the element requiring "assent to the balance express or implied" (*see* NYSCEF 5). There can be no assent, express or implied, to the invoices sent by Plaintiff to the Defendants where prior to those invoices being sent, there was an express repudiation of the Agreements. Therefore, the account stated claim is dismissed.

C. Breach of Contract and Attorneys' Fees

The motion to dismiss the breach of contract cause of action is granted in part and denied in part. To allege breach of contract, there must be factual allegations showing the existence of an enforceable contract, the Plaintiff's performance, the Defendant's breach, and the Defendant's damages (*see Markov v Katt*, 176 AD3d 401 [1st Dept 2019]). As a preliminary matter, the Agreements which were allegedly breached are signed only by an entity named "StorQuest Self Storage." The only named entity remotely related to the signatory of the Agreements, and the only named entity which was the target of Plaintiff's original demand letter, is Defendant William

Warren Group, Inc. d/b/a StorQuest Self Storage Group (“WWG”).¹ As there are no agreements signed by any of the other numerous named Defendants, there exists no enforceable contract as to those Defendants – therefore the breach of contract cause of action is dismissed against all Defendants except for the WWG (*see, e.g. Randall’s island Aquatic Leisure, LLC v City of New York*, 92 AD3d 463 [1st Dept 2012] [there can be no breach of contract claim against a non-signatory to a contract]).²

However, there remains an issue of fact as to whether WWG properly terminated the contract, which precludes dismissal as to that Defendant. Where a contract’s duration may be fairly and reasonably interpreted from the terms of the contract, that contract is not terminable at will (*see Haines v City of New York*, 41 NY2d 769, 772 [1977]). Here, there is a definite term – with snow removal services to be provided from November 1, 2023 through April 30, 2024 and from November 1, 2024 through April 30, 2025. Therefore, the contract cannot be construed as a matter of law as terminable at will.

However, the Agreements are silent as to the right to terminate. “Where a contract is silent on the subject, courts, employing a ‘common sense’ approach, must determine what the parties intended by considering “the nature, purpose and particular circumstances of the contract known by the parties ... as well as ‘what liability the defendant fairly may be supposed to have assumed consciously, or to have warranted the plaintiff reasonably to suppose that it assumed, when the contract was made’” (*see Awards.com, LLC v Kinko’s, Inc.*, 42 AD3d 178, 183-184 [1st Dept 2007] quoting *Kenford Co. v County of Erie*, 73 NY2d 312, 319 [1989]). This is a fact specific inquiry that is not capable of resolution on a pre-answer motion to dismiss (*see Trump v Trump*,

¹ In Plaintiff’s opposition brief, Plaintiff also concedes the signatory was William Warren Group, inc. d/b/a Storquest Self Storage (*see* NYSCEF Doc. 36 at p. 9).

² Dismissal is without prejudice and with leave to replead in the event that discovery shows one of the numerous named corporate entities was actually the signatory on the contract.

227 AD3d 635, 637 [1st Dept 2024]). Moreover, although Defendants argue Plaintiff has failed to sufficiently allege damages flowing from any purported breach, this too is a factual issue which has not been conclusively refuted on this pre-answer motion to dismiss. Therefore, the breach of contract claim survives against WWG (*see also AFA Protective Systems, Inc. v orange regional medical Center*, 128 AD3d 869 [2d Dept 2015]).

Because there remains a viable breach of contract claim against WWG, the cause of action seeking attorneys' fees also survives. Moreover, as the Complaint was not dismissed in its entirety, the Court denies Defendants' motion for sanctions (*see also Flowers v 73rd Townhouse, LLC*, 227 AD3d 568 [1st Dept 2024] [decision whether to impose sanctions for frivolous conduct is generally left to the sound discretion of the Court]).

Accordingly, it is hereby,

ORDERED that Defendants' motion is denied solely to the extent that Plaintiff's breach of contract and attorneys' fees claims survive against Defendant William Warren Group, Inc. d/b/a StorQuest Self Storage Group, and the branch of the motion seeking sanctions is also denied; and it is further

ORDERED that the remainder of the motion is granted, and it is further

ORDERED that within twenty days of entry, counsel for Defendant William Warren Group, Inc. d/b/a StorQuest Self Storage Group shall serve an Answer to Plaintiff's Complaint; and it is further

ORDERED that shall meet and confer immediately and submit a proposed preliminary conference order to the Court via e-mail, but in no event shall the proposed preliminary conference order be submitted any later than May 5, 2026. If the parties have a serious discovery dispute

which requires Court intervention, they shall notify the Court of the nature of the dispute so that a conference may be scheduled; and it is further

ORDERD that if the parties elect to explore resolution through the Court’s sponsored ADR program as opposed to through discovery, they shall notify the Court accordingly; and it is further

ORDERED that within ten days of entry, counsel for Defendants shall serve a copy of this Decision and Order, with notice of entry, on all parties via NYSCEF.

3/25/26

DATE



HON. PHAEDRA F. PERRY-BOND, 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