

**Itria Ventures LLC v Complete Comfort ID  
Residential LLC**

2026 NY Slip Op 31236(U)

March 27, 2026

Supreme Court, New York County

Docket Number: Index No. 655844/2025

Judge: Phaedra F. Perry-Bond

Cases posted with a "30000" identifier, i.e., 2013 NY Slip Op 30001(U), are republished from various New York State and local government sources, including the New York State Unified Court System's eCourts Service.

This opinion is uncorrected and not selected for official publication.

SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

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

Justice

-----X

INDEX NO. 655844/2025

ITRIA VENTURES LLC,

MOTION DATE 11/18/2025

Plaintiff,

MOTION SEQ. NO. 001

- v -

COMPLETE COMFORT ID RESIDENTIAL LLC, WYNCOTE WELLNESS, LLC, CONNORTH ENTERPRISE LLC, KEYANA MONET PERSON, DOMINIQUE ANTWAN CONNER

DECISION + ORDER ON MOTION

Defendant.

-----X

The following e-filed documents, listed by NYSCEF document number (Motion 001) 8, 9, 10, 11, 12, 13, 14, 15

were read on this motion to/for DISMISS

Upon the foregoing documents, Defendants' motion to dismiss is denied. Plaintiff alleges it entered contracts and guaranties with Defendants whereby cash was advanced as part of a "purchase" of accounts receivable. Allegedly, Defendants breached by failing to remit proceeds from their accounts receivable as provided by the Contract. Plaintiff now seeks to recover \$279,825.00, alleging breach of contract and breach of guaranty, breach of the implied covenant of good faith and fair dealing, unjust enrichment, and enforcement of security interest in collateral.

Defendants respond with a pre-answer motion to dismiss. Defendants argue the unjust enrichment claim is duplicative and argue that there is no personal jurisdiction, despite the parties' contract containing a forum selection clause designating New York as the proper forum. Defendants argue there are excessive penalties being levied against them and also argue that Plaintiff failed to allege the existence of a breach of contract.

Defendants' motion is denied. 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]).

Defendants' motion to dismiss the unjust enrichment claim is denied. Given this is a pre-answer motion to dismiss and there is a dispute as to the enforceability of the contract, the motion to dismiss the quasi-contractual claims is denied. Considering there is a bona fide dispute over the existence and enforceability of a contract, Plaintiff is entitled to plead unjust enrichment in the alternative (*see Chowaiki & Co. Fine Art Ltd. v Lacher*, 115 AD3d 600 [1st Dept 2014]; *Beach v Touradji Capital Management L.P.*, 85 AD3d 674 [1st Dept 2011]; *Winick Realty Group LLC v Austin & Associates*, 51 AD3d 408 [1st Dept 2008]).

Defendants' motion to dismiss the breach of contract claim is denied as Defendants have produced the contract allegedly breached in opposition, to which Defendants offer no reply (*see, e.g. AG Capital funding Partners, L.P. v State Street Bank and Trust Co.*, 5 Ny3d 582 [2005] [on a motion to dismiss, a complaint may be amplified by supplemental pleadings and other evidence to remedy any deficiencies]). The motion to dismiss certain damages as excessive penalties is denied, without prejudice, with leave to renew on a motion for summary judgment. This issue is not appropriately determined on a pre-answer motion to dismiss as whether fees or penalties sought are excessive is fact intensive and requires a more developed record. Defendants have offered no basis to dismiss the other causes of action under CPLR 3211(a)(7); therefore the Court need not address dismissal of the remaining claims.

The motion to dismiss for lack of jurisdiction is denied (*see Sterling Natl. Bank v Eastern Shipping Worldwide, Inc.*, 35 AD3d 222 [1st Dept 2006]). The parties explicitly and unequivocally agreed that New York State Court would have jurisdiction over the parties, and Defendants “unconditionally and irrevocably waive any and all claims and objections to jurisdiction and/or venue as per this provision” (*see* NYSCEF Doc. 15 at ¶ 15[b]). Defendants fail to argue the forum selection clause is unenforceable, therefore the motion to dismiss based on lack of personal jurisdiction is denied (*see Westaub II LLC v Westermann*, 200 AD3d 550 [1st Dept 2021]; *see also Freeford Ltd. v Pendleton*, 53 AD3d 32 [1st Dept 2008]). Therefore, the motion to dismiss is denied in its entirety. The Court has considered the Defendants’ remaining contentions and finds them to be unavailing.

Accordingly, it is hereby,

ORDERED that Defendants’ motion to dismiss is denied, and within twenty days of entry of this Decision and Order, Defendants shall file their Answer to Plaintiff’s Complaint; and it is further

ORDERED that the parties 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

ORDERED 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 Plaintiff shall serve a copy of this Decision and Order, with notice of entry, on all parties via NYSCEF.

3/27/26  
DATE

*Phaedra F. Perry-Bond*  
HON. PHAEDRA F. PERRY-BOND, J.S.C.

CHECK ONE:	<input type="checkbox"/>	CASE DISPOSED	<input checked="" type="checkbox"/>	NON-FINAL DISPOSITION	
	<input type="checkbox"/>	GRANTED	<input type="checkbox"/>	GRANTED IN PART	<input type="checkbox"/>
APPLICATION:	<input type="checkbox"/>	SETTLE ORDER	<input type="checkbox"/>	SUBMIT ORDER	
CHECK IF APPROPRIATE:	<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN	<input type="checkbox"/>	FIDUCIARY APPOINTMENT	<input type="checkbox"/>
					<input type="checkbox"/>
					REFERENCE