

**Rulien Advisors, LLC v SG Blocks, Inc.**

2026 NY Slip Op 31409(U)

April 6, 2026

Supreme Court, New York County

Docket Number: Index No. 453252/2024

Judge: Ashlee Crawford

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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. ASHLEE CRAWFORD PART 38
Justice
INDEX NO. 453252/2024
RULIEN ADVISORS, LLC MOTION DATE 12/11/2024
Plaintiff, MOTION SEQ. NO. 001
-v-
SG BLOCKS, INC., N/K/A SAFE AND GREEN HOLDINGS CORP., DECISION + ORDER ON MOTION
Defendant.

The following e-filed documents, listed by NYSCEF document number (Motion 001) 33, 34, 35, 36, 37, 38, 45, 46, 47, 48, 49, 50, 51, 52 were read on this motion to/for DISMISSAL

ASHLEE CRAWFORD, J.:

Plaintiff Rulien Advisors, LLC alleges breach of an agreement for the payment of commissions entered into with defendant SG Blocks, Inc. n/k/a Safe and Green Holdings Corp., and seeks to recover unpaid commissions totaling \$1,373,750.00.

Defendant moves pursuant to CPLR 3211(a)(1) and (a)(7) to dismiss the complaint in its entirety. Plaintiff opposes the motion.

Allegations

Defendant is in the business of selling modular buildings and modular building design and installation services. In 2018, the parties entered into a consulting agreement, pursuant to which defendant retained plaintiff to provide certain product sales services ("Agreement"). Specifically, plaintiff was tasked with "soliciting orders for, and promoting the sale of, the products and services offered for sale by the Company [defendant] or as otherwise designated in

writing by the Company during the Terms” (Agreement at ¶ 2). Paragraph 5(c) of the Agreement provides for the payment of commissions as follows:

The Company [defendant] shall make Commission payments on a monthly basis as follows: One point seven five percent (1.75%) of the Gross Collections (as defined below) generated from sales of the Company’s products by Consultant [plaintiff] from leads originated by or specifically assigned to the Consultant by the Company. “Gross Collections” means actual cash collected by the Company resulting from products sold by the Company, less the sum of the following deductions: (i) tariff, import/export duties or other excise taxes imposed on particular sales; (ii) transportation charges; and (iii) credits to customers due to product rejections or returns. Commissions earned will be prorated if margins on final proposals are lesser than 20%. Commission payments will survive the termination of this Agreement, if Company and Consultant mutually agree that Consultant has been responsible for converting the leads to a contract signed by the Company [Agreement at ¶ 5(c) (NYSCEF Doc. 36)].

Plaintiff alleges that defendant owes it two commissions for, respectively, \$218,750.000 and \$1,155,000.00. The first commission is related to a property located at 1900 American Drive, Lego Vista, Texas, which plaintiff maintains it promoted the sale of and provided other related services. The second commission is for asset management and related services rendered in connection with the spin-off of defendant’s business (Complaint at ¶¶ 9[a]-[b][NYSCEF Doc. 1]; Invoice [NYSCEF Docs. 3]).

### Discussion

“On a motion to dismiss pursuant to CPLR 3211, the pleading is to be afforded a liberal construction” Leon v Martinez, 84 NY2d 83, 87 [1994], citing CPLR 3026). “We accept the facts as alleged in the complaint as true, accord plaintiffs the benefit of every possible favorable inference, and determine only whether the facts as alleged fit within any cognizable legal theory” (id. at 87-88). Allegations consisting of bare legal conclusions with no factual specificity are insufficient to survive a motion to dismiss (Godfrey v Spano, 13 NY3d 358, 373 [2009]). “In assessing a motion under CPLR 3211(a)(7), however, a court may freely consider affidavits

submitted by the plaintiff to remedy any defects in the complaint and the criterion is whether the proponent of the pleading has a cause of action, not whether he has stated one” (*id.*, [internal citation omitted]). “Under CPLR 3211(a)(1), a dismissal is warranted only if the documentary evidence submitted conclusively establishes a defense to the asserted claims as a matter of law” (*Leon v Martinez*, *supra* at 88).

Defendant argues that plaintiff is not entitled to a commission for promotion of the Texas property, because the Agreement only provides for plaintiff’s receipt of commissions for sales of defendant’s products and services, and not for commissions in connection with the sale of any real property. Defendant contends that the Texas property is owned by a separate entity, Safe and Green Development Corporation (“SG Development”), and that defendant has no products or services located at the Texas property. In any event, defendant claims the Texas property has not been sold, and plaintiff and its principal are not licensed to legally earn real estate commissions (Galvin Affid. ¶¶ 5-9 [NYSCEF Doc. 34]; Williams Affirm. ¶ 3 [NYSCEF Doc. 37]; Memo in Supp. [NYSCEF Doc. 38]).

As to the second claimed commission, defendant argues that the “spin-off” of defendant’s business referenced in the complaint was the formation and initial public offering of a new entity, SG Development, which is in the business of acquiring and developing real estate. Defendant asserts that neither it, nor SG Development, ever agreed to pay plaintiff commissions in connection with the formation or initial public offering of SG Development. Moreover, neither plaintiff nor its principal claim to be registered or licensed securities brokers or salespeople, as required to legally earn commissions for the initial public offering of a company (Galvin Affid. ¶¶ 10-11 [NYSCEF Doc. 34]; Williams Affirm. ¶ 4 [NYSCEF Doc. 37]; Memo in Supp. [NYSCEF Doc. 38]).

Upon review of the terms of the Agreement and accepting the facts alleged in the complaint as true at the pleading stage, the Court finds that plaintiff has stated a claim for breach of contract in connection with both commissions (*Noto v Planck, LLC*, 228 AD3d 516, 516 [1st Dept 2024][breach of contract elements]). Accordingly, it is hereby

**ORDERED** that defendant’s motion to dismiss the complaint is DENIED; and it is further

**ORDERED** that defendant shall file and serve an answer to the complaint within 20 days; and it is further

**ORDERED** that all parties shall appear for a preliminary conference to be calendared by the Clerk of the Court.

This constitutes the decision and order of the Court.



4/6/2026  
DATE

ASHLEE CRAWFORD, J.S.C.

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