

**Velentzas v 685 First Realty Co. LLC**

2024 NY Slip Op 30611(U)

February 27, 2024

Supreme Court, New York County

Docket Number: Index No. 161081/2018

Judge: Paul A. Goetz

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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. PAUL A. GOETZ PART 47

*Justice*

-----X

FOTIOS VELENTZAS,

Plaintiff,

- v -

685 FIRST REALTY COMPANY LLC, EAST RIVER REALTY  
COMPANY LLC, SOLOW REALTY & DEVELOPMENT  
COMPANY LLC, SECOND AVE. SOLOW DEVELOPMENT  
CORP.,

Defendants.

-----X

685 FIRST REALTY COMPANY LLC, SOLOW REALTY &  
DEVELOPMENT COMPANY LLC, SECOND AVE. SOLOW  
DEVELOPMENT CORP.

Plaintiffs,

-against-

LIBERTY MECHANICAL CONTRACTORS, LLC, PAR  
PLUMBING CO., INC.

Defendants.

-----X

685 FIRST REALTY COMPANY LLC

Plaintiff,

-against-

Defendant.

-----X

LIBERTY MECHANICAL CONTRACTORS, LLC

Plaintiff,

-against-

INDEX NO. 161081/2018

MOTION DATE 05/23/2023

MOTION SEQ. NO. 017

**DECISION + ORDER ON  
MOTION**

Third-Party  
Index No. 595539/2021

Second Third-Party  
Index No. 595642/2021

Third Third-Party  
Index No. 595642/2021

Defendant.

-----X

SOLOW REALTY & DEVELOPMENT COMPANY LLC,  
SECOND AVE. SOLOW DEVELOPMENT CORP.

Fourth Third-Party  
Index No. 595642/2021

Plaintiffs,

-against-

R & J CARPENTRY INC.

Defendant.

-----X

The following e-filed documents, listed by NYSCEF document number (Motion 017) 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 621, 623, 630, 631, 632, 633, 634, 652, 653, 654, 655, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669

were read on this motion to/for

JUDGMENT - SUMMARY

Upon the foregoing documents, it is

ORDERDED that the portion of second third-party defendant Site Safety, LLC’s (“Site Safety”) motion for summary judgment on the contractual indemnity, common-law indemnity, and contribution, claims made against it by defendants/second third-party plaintiffs 685 First Realty Company LLC, Solow Realty & Development Company LLC, and Second Ave. Solow Development Corp. (collectively “Developers”) and cross-claims made against it by third-party defendants Liberty Mechanical Contractors’ LLC, and Par Plumbing Co. is granted since “in its limited role as a safety consultant for the construction project, the company could not be held liable” (*Cappabianca v Skanska USA Bldg. Inc.*, 99 AD3d 139, 148 [1st Dept 2012] [A “[C]ontractual obligation to ensure compliance with safety regulations at a work site does not constitute a sufficient basis for liability under the Labor Law or a theory of negligence”]; and it is further

ORDERED that the portion of Site Safety's motion for summary judgment on Developer's breach of contract claim as against it is granted for Developers' "failure to identify which, if any, contractual provisions were breached" (*Manipal Educ. Americas, LLC v Taufiq*, 203 AD3d 662 [1st Dept 2022]); and it is further

ORDERED that the portion of Site Safety's motion for summary judgment on Developers' failure to procure insurance claim is granted as the contract between Site Safety and Developers only required Site Safety to maintain insurance for itself which it did (*see DiBuono v Abbey, LLC*, 83 AD3d 650 [2d Dept 2011]); and it is further

ORDERED that Developer's cross motion for summary judgment is denied in its entirety; and it is further

ORDERED that the motion of Site Safety to dismiss the complaint herein is granted and the complaint is dismissed in its entirety as against Site Safety, with costs and disbursements to Site Safety as taxed by the Clerk of the Court, and the Clerk is directed to enter judgment accordingly in favor of said defendant; and it is further

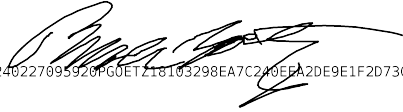
ORDERED that the action is severed and continued against the remaining defendants; and it is further

ORDERED that the caption be amended to reflect the dismissal and that all future papers filed with the court bear the amended caption; and it is further

ORDERED that counsel for the moving party shall serve a copy of this order with notice of entry upon the Clerk of the Court and the Clerk of the General Clerk's Office, who are directed to mark the court's records to reflect the change in the caption herein; and it is further

ORDERED that such service upon the Clerk of the Court and the Clerk of the General Clerk's Office shall be made in accordance with the procedures set forth in the *Protocol on*

*Courthouse and County Clerk Procedures for Electronically Filed Cases* (accessible at the “E-Filing” page on the court’s website)].

  
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<u>2/27/2024</u> DATE					<hr/> PAUL A. GOETZ, 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		SUBMIT ORDER	
CHECK IF APPROPRIATE:	<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN		FIDUCIARY APPOINTMENT	<input type="checkbox"/>
					OTHER
					REFERENCE