

**Civic Ctr. Community Group Broadway LLC v
Horizon Interiors, Inc.**

2025 NY Slip Op 33110(U)

August 12, 2025

Supreme Court, New York County

Docket Number: Index No. 659426/2024

Judge: Leslie A. Stroth

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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. LESLIE A. STROTH PART 12M

Justice

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CIVIC CENTER COMMUNITY GROUP BROADWAY LLC,
Plaintiff,

INDEX NO. 659426/2024

MOTION DATE 05/26/2025

MOTION SEQ. NO. 001

- v -

HORIZON INTERIORS, INC.,SONY DESIGN LTD.
Defendant.

**DECISION + ORDER ON
MOTION**

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The following e-filed documents, listed by NYSCEF document number (Motion 001) 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 28, 29, 30, 31, 32, 33, 34

were read on this motion to/for TRANSFER

FACTUAL BACKGROUND

Plaintiff Civic Center Community Group Broadway LLC (“Civic Center”) is the owner and developer of the property located at 346 Broadway a/k/a 108 Leonard Street, New York, New York (the “Property”). Civic Center retained New Line Structures & Development LLC (“NLS”) as construction manager. NLS, on Civic Center’s behalf, entered into three written trade contractor agreements (“Subcontracts”) with Defendants Horizon Interiors, Inc. (“Horizon”), Sony Design Ltd. (“Sony”), and ZNKO Construction, Inc. (“ZNKO,” later assigning its subcontract to Horizon).

The Subcontracts cover carpentry, drywall, and painting work. Each contains an identical venue and forum-selection clause in Article 27.3 :

“Any and all disputes under this Agreement, including, but not limited to, claims or demands for damages or additional compensation, shall be committed solely to litigation. Trade Contractor hereby (i) irrevocably consents, for itself and its legal representatives, partners, successors and assigns, to the exclusive jurisdiction and venue of New York State Supreme Court, New York County, for all purposes in connection with any action or proceeding which arises from or relates to this Agreement and (ii) waives its right to a trial by jury. This Agreement shall be governed by the laws of the State of New York.”

(NYSCEF Doc Nos. 29-31).

Plaintiff alleges Defendants failed to complete work, performed defective work, caused project delays, and filed willfully exaggerated mechanic's liens docketed in New York County. Plaintiff seeks damages for breach of the Subcontracts and for willful exaggeration under the Lien Law.

In July 2021, Defendants brought an action in Kings County Supreme Court involving similar claims (the "Prior Action"). That matter was discontinued without prejudice in July 2022 when the parties entered into a tolling agreement ("Tolling Agreement") to facilitate settlement discussions. The Tolling Agreement tolled applicable limitation periods and stated that, if Defendants filed a new summons and complaint within thirty days after the tolling period's expiration, such filing would occur in Kings County Supreme Court. If Defendants did not file within that thirty-day window, "any Party may file" claims in connection with the Project, with no venue specified.

The tolling period, extended by agreement, expired on June 30, 2024. Defendants did not file within thirty days thereafter. On December 4, 2024, Civic Center commenced this action in New York County. On January 28, 2025, Defendants filed their own action in Kings County (the "Kings County Action") and served a demand to transfer venue of this case to Kings County.

LEGAL STANDARD

CPLR 501 provides that a "written agreement fixing place of trial, made before an action is commenced, shall be enforced upon a motion for change of place of trial." The First Department held that "a contractual forum selection clause is prima facie valid and enforceable, absent a showing that it is 'unreasonable, unjust, in contravention of public policy, invalid due to fraud or overreaching,' or that a trial in the designated forum would be so difficult as to deprive

the challenging party of its day in court. “ (*Knight v New York and Presbyt. Hosp.*, 219 AD3d 75, 78 [1st Dept 2023] (*internal citation omitted*).

DISCUSSION

Defendants move to transfer venue based on the Tolling Agreement’s language referencing Kings County. Plaintiff opposes, relying on the Subcontracts’ express New York County forum-selection clauses and arguing that the Tolling Agreement’s limited venue term expired on July 30, 2024.

First, the Court finds that the subcontracts control, as it does not find such agreements to contain terms that are unreasonable, unjust, in contravention of public policy or invalid due to fraud or overreaching. The claims in this action arise directly from the Subcontracts, each of which contains a clear and mandatory provision selecting New York County Supreme Court as the exclusive forum. There is no evidence that such provisions were not freely negotiated, and as such they are enforceable under CPLR 501. Defendants have not demonstrated any basis to disregard it.

Second, the Tolling Agreement did not permanently alter the agreed venue. By its plain terms, the Tolling Agreement’s Kings County venue provision applied only if Defendants filed within thirty days of the tolling period’s expiration. Defendants concede they did not do so. After that date, any party could file claims without a venue restriction. The Tolling Agreement also preserved all rights under the Subcontracts, including the New York County forum-selection clause. Even if the Tolling Agreement altered the agreed venue, the Tolling Agreement has expired. The tolling period ended June 30, 2024. Absent an express survival provision, the venue language tied to Defendants’ 30-day filing window ceased to apply after July 30, 2024.

Next, the Court does not find that the prior litigation in Kings County waives the Subcontracts' venue clause. Civic Center's participation in the Prior Action was limited and did not amount to an intentional relinquishment of its contractual right to venue in New York County.

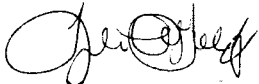
Given the enforceable New York County forum-selection clauses, the lapse of the Tolling Agreement's Kings County provision, and the substantial nexus between this dispute and New York County, the location of the Property, performance of work, filing of liens, and Plaintiff's offices, Defendants have not met their burden and as such their motion to transfer the instant action to Kings County is denied.

The Court has considered the remaining arguments of the parties and finds such unavailing.

Accordingly; it is hereby

ORDERED that Motion Sequence 001 to transfer the above captioned proceeding to the Supreme Court, Kings County is denied.

The foregoing constitutes the decision and order of the Court.



<u>8/12/2025</u>							
DATE				HON. LESLIE A. STROTH		J.S.C.	
CHECK ONE:	<input type="checkbox"/>	CASE DISPOSED	<input checked="" type="checkbox"/>	NON-FINAL DISPOSITION	<input checked="" type="checkbox"/>		
	<input type="checkbox"/>	GRANTED	<input checked="" type="checkbox"/>	DENIED	<input type="checkbox"/>	GRANTED IN PART	<input type="checkbox"/>
APPLICATION:	<input type="checkbox"/>	SETTLE ORDER			<input type="checkbox"/>	SUBMIT ORDER	<input type="checkbox"/>
CHECK IF APPROPRIATE:	<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN			<input type="checkbox"/>	FIDUCIARY APPOINTMENT	<input type="checkbox"/>
						REFERENCE	