

Dranitca v Allied Universal Sec. Servs. LLC

2025 NY Slip Op 33608(U)

September 26, 2025

Supreme Court, New York County

Docket Number: Index No. 150492/2025

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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INDEX NO. 150492/2025

ALINA DRANITCA,

MOTION DATE 04/02/2025

Plaintiff,

MOTION SEQ. NO. 001

- v -

ALLIED UNIVERSAL SECURITY SERVICES LLC, WILLIAM TOMPKINS, PAWEL MACZUGA

DECISION + ORDER ON MOTION

Defendant.

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The following e-filed documents, listed by NYSCEF document number (Motion 001) 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14

were read on this motion to/for DISMISSAL

FACTUAL AND PROCEDURAL BACKGROUND

Plaintiff, Alina Dranitca ("Plaintiff"), alleges that she was employed by defendant Allied Universal Security Services LLC ("Allied Universal") beginning on or about November 30, 2020, as a security guard at the Jade Condominium located at 16 West 19th Street, New York, New York.

On February 8, 2021, Plaintiff allegedly returned from a COVID-19 sick leave and alleges that she was thereafter subjected to sexual harassment by a coworker, which she reported beginning in April 2021. Plaintiff further alleges that she was terminated from her position on May 10, 2021, after complaining of harassment and wage issues. On June 4, 2021, she was allegedly told that Allied Universal, not the condominium, had terminated her employment.

On November 9, 2021, Plaintiff alleges she filed a charge of discrimination with the Equal Employment Opportunity Commission ("EEOC"), which issued a right-to-sue letter on March 21, 2022.

Plaintiff commenced a federal action in the Southern District of New York on June 17, 2022, asserting claims under Title VII, as well as the New York State Human Rights Law (“NYSHRL”) and the New York City Human Rights Law (“NYCHRL”). On July 12, 2024, Judge Jennifer L. Rochon so-ordered a stipulation of dismissal in that action. The stipulation provided that Plaintiff’s federal Title VII claims were dismissed with prejudice, her state and city law claims were dismissed without prejudice, and that she retained the right to recommence her state and city claims in state court pursuant to CPLR 205(a).

The instant action was commenced by summons and complaint filed on January 10, 2025. Plaintiff alleges hostile work environment, retaliation and sex based discrimination pursuant to Executive Law § 296 and Administrative Codes §§ 8-101 and 8-107.

Defendants, in Motion Sequence 001, move to dismiss the complaint as time-barred pursuant to CPLR 3211(a)(5).

LEGAL STANDARD

On a CPLR 3211 (a)(5) motion to dismiss, “a defendant bears the initial burden of establishing, prima facie, that the time in which to sue has expired. In considering the motion, a court must take the allegations in the complaint as true and resolve all inferences in favor of the plaintiff.” *Benn v Benn*, 82 AD3d 548, 548 (1st Dept 2011) (internal quotation marks and citation omitted). Upon such a showing, “the burden shift[s] to the plaintiff to raise a question of fact as to whether the statute of limitations was tolled or was otherwise inapplicable, or whether it actually commenced the action or interposed the subject cause of action within the applicable limitations period.” (*Bailey v Peerstate Equity Fund, L.P.*, 126 AD3d 738, 740 (2d Dept 2015) (internal citations omitted)). “[P]laintiff’s submissions in response to the motion must be given

their most favorable intendment.” (*Benn*, 82 AD3d at 548 (internal quotation marks and citation omitted)).

DISCUSSION

Plaintiff’s claims under Executive Law § 296 are governed by a three-year statute of limitation set forth in CPLR 214(2). Plaintiff’s claims under Administrative Codes §§ 8-101 and 8-107 also have a three-year statute of limitations pursuant to Administrative Code § 8-502(d). Plaintiff first filed their Federal Action on June 17, 2022, well within the three year statute of limitations. Subsequently, a Stipulation of Dismissal was so-ordered in the Federal Action on July 12, 2024.

The Stipulation of Dismissal in the Federal Action provided that the dismissal in that action was “(3) without prejudice as to Plaintiff’s right to commence any action upon her state and city claims in state court pursuant to the authority of Section 205 of the CPLR.” (NYSCEF Doc No. 7).

CPLR 205(a) provides that Plaintiff “may commence a new action upon the same transaction or occurrence or series of transactions or occurrences within six months after the termination provided that the new action would have been timely commenced at the time of commencement of the prior action and that service upon defendant is effected within such six-month period.” That six-month period has been understood to mean both the filing of a new action and completing proper service upon Defendants in that same six-month period. (*Pyne v 20 E. 35 Owners Corp.*, 267 AD2d 168, 169 [1st Dept 1999]).

Here, Plaintiff and moving Defendants subsequently filed a stipulation accepting service of the instant complaint on March 3, 2025. (NYSCEF Doc No. 9). That stipulation, in part, was conditioned on the fact that “Allied Universal and Tompkins do not waive any available


defenses.” Plaintiff’s counsel asserts that they had difficulties effectuating service; however there is no evidence in the record of such attempts or what difficulties counsel had in effectuating service. Moreover, as the parties in this case are the same as the parties in the prior Federal Case, the court has not been made aware of any reasons why effectuating service upon Defendants could not be completed within the six-month period allotted by CPLR 205(a). As such, Plaintiff’s claim is untimely, Defendants’ motion is granted and the complaint is dismissed.

Accordingly; it is hereby

ORDERED that Defendants’ motion to dismiss is granted and the complaint is dismissed.

The foregoing constitutes the decision and order of the Court.

9/26/2025
DATE


HON. LESLIE A. STROTH
J.S.C.

CHECK ONE:	<input checked="" type="checkbox"/> CASE DISPOSED	<input type="checkbox"/> DENIED	<input type="checkbox"/> NON-FINAL DISPOSITION	
	<input checked="" type="checkbox"/> GRANTED		<input type="checkbox"/> GRANTED IN PART	<input type="checkbox"/> OTHER
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"/> REFERENCE