

**Makarewicz Design Ltd. v JDP Mech., Inc.**

2026 NY Slip Op 30089(U)

January 12, 2026

Supreme Court, New York County

Docket Number: Index No. 161002/2022

Judge: Lori S. Sattler

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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. LORI S. SATTLER PART 02M**

*Justice*

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MAKAREWICZ DESIGN LIMITED D/B/A MDL SOLUTIONS,

Plaintiff,

- v -

JDP MECHANICAL, INC., SRS ENTERPRISES  
INC., TURNER CONSTRUCTION COMPANY, FEDERAL  
INSURANCE COMPANY

Defendant.

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INDEX NO. 161002/2022

MOTION DATE 05/14/2025

MOTION SEQ. NO. 001

**DECISION + ORDER ON  
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 001) 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104

were read on this motion to/for JUDGMENT - SUMMARY.

In this commercial action, Defendants JDP Mechanical, Inc. (“JDP”), SRS Enterprises, Inc. (“SRS”), Turner Construction Company (“Turner”), and Federal Insurance Company (“FIC”) (collectively “Defendants”) move for partial summary judgment dismissing certain causes of action interposed by Plaintiff Makarewicz Design Limited d/b/a MDL Solutions (“Plaintiff”). Plaintiff opposes the motion and cross-moves for discovery-related relief. Defendants oppose the cross-motion.

Plaintiff is a heating, ventilation, and air conditioning (“HVAC”) equipment supplier who commenced this action seeking payment purportedly owed to it in connection with the renovation of Geffen Hall in Lincoln Center (“Project”). Plaintiff alleges that prior to its work on the Project, in 2014, it entered into an agreement with SRS by which, according to Plaintiff, SRS became its representative with an exclusive right to sell Plaintiff’s “Verano” products in New York (NYSCEF

Doc. No. 40, Complaint ¶¶ 6, 31-32; NYSCEF Doc. No. 67, Makarewicz's Affirmation ¶¶ 4-8). This alleged agreement is not annexed to either party's papers.

On April 14, 2021, JDP, the Project's subcontractor, entered into a contract with SRS for the provision of HVAC equipment for the Project (NYSCEF Doc. No. 50, SRS-JDP Contract). The SRS-JDP Contract for the Project provided that the equipment should be "Verano Trench (only)" (SRS-JDP Contract). This Contract submitted with the motion papers is a one-page document and does not include the attachments or proposals specifically referred to therein.

In February 2022, SRS purchased custom Verano HVAC equipment from Plaintiff, for which Plaintiff was to receive \$526,744.60 (NYSCEF Doc. No. 51, SRS-Plaintiff Purchase Order). Plaintiff and SRS later executed two additional Purchase Orders for which Plaintiff was to receive additional \$77,050 (NYSCEF Doc. No. 52). These one-page purchase orders do not include any specific provisions as to these parties' role in the Project.

The parties dispute the nature of the relationships created by the agreements between Plaintiff, SRS, and JDP, and, therefore, who is responsible for the purported payment sought by Plaintiff. SRS alleges that it was JDP's subcontractor because it was responsible for providing equipment and because it "reengineered and redesigned the Project's HVAC installation" and was engaged in the process of the HVAC installation (NYSCEF Doc. No. 102, Senia's Affirmation ¶ 9-10). SRS maintains that Plaintiff was a "materialman" who supplied the HVAC equipment. Plaintiff maintains that it was JDP's subcontractor, and that SRS was its representative or agent in the Project, based on the alleged 2014 agreement (NYSCEF Doc. No. 40, Complaint ¶¶ 6, 31-32; NYSCEF Doc. No. 67, Makarewicz's Affirmation ¶¶ 4-8).

The parties also dispute the scope of these agreements and the performance thereunder. Defendants allege that there were issues with Plaintiff's delivery of the equipment, which Plaintiff contends. Plaintiff claims it was supposed to receive a total of \$603,794.60, \$387,337.70 of which

remains outstanding (NYSCEF Doc. No. 67, Makarewicz's Affirmation ¶¶ 13-17). This amount is disputed by Defendants.

In November 2022, Plaintiff filed a mechanic's lien for the outstanding amount naming JDP and SRS as parties with whom the contract was made (NYSCEF Doc. No. 43, "Lien"). Thereafter, JDP, as principal, and FIC, as surety, issued a bond to discharge the Lien (NYSCEF Doc. No. 47, "Bond").

Plaintiff commenced this action in December 2022. Although discovery has not been completed, Defendants move for partial summary judgment seeking dismissal of the cause of action for foreclosure of the Mechanic's Lien against the Bond, for breach of contract as against JDP, for quantum meruit as against JDP and SRS, and for an account stated as against JDP, as well as dismissal of the case as against Turner, the Project's contractor.

"Summary judgment is a drastic remedy, to be granted only where the moving party has 'tender[ed] sufficient evidence to demonstrate the absence of any material issues of fact'" (*Vega v Restani Constr. Corp.*, 18 NY3d 499, 503 [2012], quoting *Alvarez v Prospect Hosp.*, 68 NY2d 320, 324 [1986]). After the movant makes this showing, "the burden shifts to the party opposing the motion . . . to produce evidentiary proof in admissible form sufficient to establish the existence of material issues of fact which require trial of the action" (*Alvarez*, 68 NY2d at 324).

Defendants fail to tender sufficient evidence to demonstrate the absence of any material issues of fact with respect to the validity of the Lien, precluding granting summary judgment as to the first cause of action. Pursuant to Lien Law § 2(12), "the term 'materialman' means any person who furnishes material . . . either to an owner, contractor or subcontractor." As the parties dispute the nature of their relationship, with SRS alleging that it was JDP's subcontractor (Senia's Affirmation ¶ 9-10), and Plaintiff contending it was the real subcontract through SRS as its representative (NYSCEF Doc. No. 67, Makarewicz's Affirmation ¶¶ 4-8), the motion must be denied at this stage. The motion

to dismiss the claims as against Turner is also denied as Lien Law § 37(7), cited by both parties, provides that the contractor is a necessary party.

As for the causes of action against JDP for breach of contract and account stated, summary judgment is denied as material issues of fact exist. The parties dispute the role of SRS and Plaintiff in the Project (Senia’s Affirmation ¶¶ 9-10; Makarewicz’s Affirmation ¶¶ 4-8), but they do not submit all relevant agreements, making any findings on these causes of action premature.

Summary judgment is granted as to the quantum meruit cause of action. As there is a valid contract controlling the subject matter, Plaintiff cannot pursue its quasi-contract claim (*Graciano Corp. v Lanmark Group, Inc.*, 184 AD3d 435, 435-436 [1st Dept 2020]; *22 Gramercy Park, LLC v Michael Haverland Architect, P.C.*, 170 AD3d 535, 537 [1st Dept 2019] [internal citation omitted]).

As for Plaintiff’s cross-motion, the motion is granted to the extent that the parties are directed to comply with the Status Conference Order dated October 20, 2025 and produce all documents as required therein and is otherwise denied without prejudice.

Accordingly, it is hereby

ORDERED that Defendants motion for summary judgment is granted in part and the cause of action for quantum meruit is dismissed; and it is further

ORDERED that Plaintiff’s cross-motion is granted to the extent that the parties are directed to comply the Status Conference Order dated October 20, 2025.

All other relief sought is denied. This constitutes the Decision and Order of the Court.

LORI S. SATTLER, J.S.C.

1/12/2026  
DATE

CHECK ONE:

CASE DISPOSED

NON-FINAL DISPOSITION

GRANTED

DENIED

GRANTED IN PART

OTHER

APPLICATION:

SETTLE ORDER

SUBMIT ORDER

CHECK IF APPROPRIATE:

INCLUDES TRANSFER/REASSIGN

FIDUCIARY APPOINTMENT

REFERENCE