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| Donnelly v Pung San Constr. Corp |
| 2026 NY Slip Op 30578(U) |
| February 18, 2026 |
| Supreme Court, New York County |
| Docket Number: Index No. 151336/2014 |
| Judge: Arlene P. Bluth |
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**SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY**

PRESENT: HON. ARLENE P. BLUTH PART 14

Justice

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MARJORIE DONNELLY, NANCY PFEFFER, DAVID KAUFMAN, BARBARA SEITZ, ROBERT DRBUL, STEPHEN SCHREIER, TERRY PRISTIN, PHYLLIS SOLOMON,

Plaintiff,

- v -

PUNG SAN CONSTRUCTION CORP, C.Q. ELECTRICAL CONTRACTING CORP, MAXTECH ELECTRICAL INC,

Defendant.

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PUNG SAN CONSTRUCTION CORP

Plaintiff,

-against-

VVA, LLC, AMHI CORP., RAMAZ SCHOOL, CONGREGATION KEHILATH JESHURAN

Defendant.

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INDEX NO. 151336/2014
MOTION DATE N/A
MOTION SEQ. NO. 002

DECISION + ORDER ON MOTION

Third-Party
Index No. 595091/2014

The following e-filed documents, listed by NYSCEF document number (Motion 002) 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144

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

Third-party defendant VVA, LLC (“VVA”)’s motion for summary judgment is granted.

Background

This action relates to a separate case also pending in this part (Index Number 161763/2013), both of which arise out of a fire that occurred at a building owned by third-party defendant Ramaz School and Congregation Kehilath Jeshuran (hereinafter the “Owners”). In the

related case, these parties sued defendant Pung San Construction Corp. (“Pung San”) and the electrical contractor defendants for the damage to their building. In this case, plaintiffs (who own apartments in a neighboring property) seek damages to their units from the fire.

VVA moves for summary judgment on similar grounds to the those asserted in Index Number 161763/2013, where it made a nearly identical motion for summary judgment. It claims that it was the representative of the Owners and had no responsibility to perform or supervise the work. VVA argues that because it had no such duty, it cannot be held liable.

Pung San contends that there is an issue of fact concerning what or who started the fire as no one was present when the fire began. The last remaining workers on site were employed by third-party defendant AMHI (they were painting subcontractors hired directly by the Owners) and Pung San suggests that AMHI may have caused the fire, which means that VVA may be liable as it supervised this contractor. Pung San also points to the deposition testimony of a nearby resident who claims he saw someone on the roof of the building and that a few minutes later the building was engulfed in flames. This witness apparently called 911 prior to the start of the fire.

Defendant C.Q. Electrical Contractor Corp. (“C.Q.”) contends it has a crossclaim against VVA based on common law contribution and indemnity and insists that VVA misrepresents the fire marshal’s report. CQ claims that VVA only offers innuendo in support of the claim that Maxtech Electrical Inc. (“Maxtech”) caused the fire.

Maxtech also filed opposition, but the Court declines to consider it as it filed a single document contained every single one of its exhibits that total 4,499 pages. That not only violates the e-filing rules, it makes it nearly impossible for the Court to reference the exhibits cited in the opposition papers.

VVA claims in reply that it did not own the property or have a contract with Pung San or any of the plaintiffs in this matter. It insists that in order for there to be a claim for indemnity or contribution against it, VVA must have a duty to those entities, and it simply did not.

Discussion

For the reasons discussed in greater detail in Index Number 161763/2013, MS011, the Court grants the motion. VVA's contract with the Owners expressly stated that it had no safety or supervisory responsibilities on the site and the contract involving AMHI (whose worker was the last on site prior to the fire) was between AMHI and the Congregation Kehilath Jeshuran. VVA was not a party to that contract and, in fact, AMHI's contract absolved VVA of any responsibility for on-site safety or the means and methods of AMHI's work.

The fact is that the Owners hired VVA to act as a "middle man" and VVA specifically contracted not to have any supervisory control over the work. Based on these agreements, the claims against VVA cannot survive where, as here, there is no allegation that VVA caused the fire in any way. That it may have communicated with AMHI about this contractor's progress is too attenuated to find that VVA somehow had a duty to Pung San, CQ or Maxtech. And its contract with the Owners clearly holds it had no duty to the Owners to control AMHI's work (assuming, of course, that AMHI caused, in whole or in part, the fire).

Accordingly, it is hereby

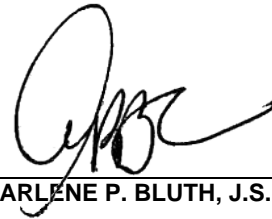
ORDERED that third-party defendant VVA, LLC's motion for summary judgment is granted and all claims against it are severed and dismissed and the Clerk is directed to enter judgment accordingly along with costs and disbursements upon presentation of proper papers therefor.

Although the Court scheduled a conference for March in NYSCEF Doc. NO. 148, the Court observes that all discovery should now be done according to a discovery order from March 2023, which included dates for all depositions (NYSCEF Doc. No. 87). It seems there may have been a conference in April 2024 but no order was uploaded following that conference.

In any event, given that this case has now dragged along for over a decade and no discovery motions have been made in the last few years, the Court assumes discovery is complete and orders a note of issue to be filed on or before March 5, 2026. The conference is therefore cancelled.

2/18/2026

DATE



ARLENE P. BLUTH, J.S.C.

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