

<b>Rendon-Duque v LAZ Parking, LLC</b>
2026 NY Slip Op 30579(U)
February 18, 2026
Supreme Court, New York County
Docket Number: Index No. 152218/2023
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*

-----X

DIEGO RENDON-DUQUE,  
  
Plaintiff,

- v -

LAZ PARKING, LLC, LAZ PARKING NEW YORK.NEW  
JERSEY, LLC, 685 FIRST REALTY COMPANY, LLC, ONE  
UNITED NATIONS PARK CONDOMINIUM

Defendants.

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**INDEX NO.** 152218/2023  
**MOTION DATE** 01/30/2026  
**MOTION SEQ. NO.** 001 002

**DECISION + ORDER ON  
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 001) 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 70, 71, 72, 73, 76, 78, 80, 82, 83, 84

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

The following e-filed documents, listed by NYSCEF document number (Motion 002) 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 74, 75, 79, 81

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

Motion Sequence 001 and Motion Sequence 002 are consolidated for disposition; both are granted in part and denied in part as described below.

**Background**

Plaintiff claims he was injured on June 4, 2022 in a parking garage at 685 First Avenue in Manhattan when he struck his head on an unoccupied car lift machine, lost consciousness, and alleges that he was left with serious and persistent injuries. Plaintiff seeks to recover based on the theory that the car lift, which was empty yet left in a raised position, constituted a dangerous condition due to defendants' negligence.

Plaintiff testified that he came to the parking lot for work. His job was to take a photograph of a motorcycle that was damaged and for which the owner of the motorcycle had filed an insurance claim. Plaintiff says that he got off an elevator, followed the motorcycle's owner through a set of revolving doors, took three steps, made a left turn, and struck the left side of his head on the middle of the raised platform of a car lift. Plaintiff claimed that he immediately lost consciousness, fell to the ground, was unconscious for two minutes, remained on the ground for three to four minutes, and then stood up unassisted. Then, plaintiff finished getting the photographs he needed for his job and walked fifteen to twenty minutes to Bellevue Hospital.

Here, the Court consolidates MS 001 and MS 002 for disposition, both of which are summary judgment motions brought by different pairs of defendants. MS 001 was brought by defendants 685 First Realty Company, LLC ("685 First") and One United Nations Park Condominium ("UN Park") and seeks to dismiss the complaint and alternatively seeks summary judgment on their crossclaim for common law indemnification against the other co-defendants. MS 002 was brought by defendants LAZ Parking, LLC and LAZ Parking New York/New Jersey, LLC (collectively "LAZ") and seeks only dismissal of the complaint.

#### Motion Sequence 001

Defendant UN Park argues that it is a condominium that did not own or control the parking garage, did not have any duty to maintain the garage or car lift machine, and therefore it owed no duty to plaintiff. 685 First claims that it is an out-of-possession landlord and that its control over the unit was transferred to non-party Bridgewater Operating Corporation ("Bridgewater").

Both of these defendants contend that the complaint should be dismissed because there was not a dangerous condition and even if there was, it was open and obvious, and the plaintiff is solely responsible for the injury he sustained. They point to deposition testimony in which plaintiff explained there was nothing blocking his view – he simply did not see the raised car lift while following the motorcycle owner through the garage (NYSCEF Doc. No. 66 at 45).

They further argue that the LAZ defendants were solely responsible for maintaining and operating the garage and car lifts, and that they should therefore be indemnified if the Court finds that there was in fact a dangerous condition. They base their indemnity argument on a management agreement between non-party Bridgewater, as owner/lessee, and LAZ Parking New York/New Jersey LLC (“LAZ NY/NJ”), as manager, pursuant to which LAZ NY/NJ was responsible for managing and maintaining the parking garage (NYSCEF Doc. No. 63). 685 First and UN Park argue that they exerted no control over the car lift, were not under any contractual duty to maintain the car lift, and did not commit any other affirmative act that negligently caused or contributed to the accident.

#### Motion Sequence 002

LAZ brings MS 002 seeking dismissal of the complaint. LAZ, like the other defendants, contends that there was no dangerous condition, and if there was one that it was open and obvious, and that plaintiff bears the blame for any injury he sustained. LAZ details that it did not own or install any of the car lifts and that LAZ was not under an obligation to provide security and prohibit unauthorized parties from accessing the garage (the general public was not supposed to be wandering around the garage – they were not supposed to be past the valet area without permission) (NYSCEF Doc. No. 52 at 18). LAZ also argues that LAZ Parking, LLC has nothing

to do with the instant matter and that the complaint should be dismissed against that party – the management agreement was only between LAZ NY/NJ and non-party Bridgewater.

Fermin Gonzalez, the director of operations for LAZ for the garages located in New York City (the deposition transcript does not distinguish between the two entities) testified that he believed the car lift was in an appropriate and safe position, but that he did not base this determination on any written or verbal instructions (NYSCEF Doc. No. 67 at 32). He detailed that when the platform of a car lift is in a raised position, this is to indicate that no car can be parked on top of the lift due to height restrictions, but that a car can fit underneath (*id.* at 39-40). He further testified that the lift could go all the way to the ground, and that this particular “...lift had a restriction on the clearance which wouldn’t allow us to park a car on top of it” (*id.* at p 40).

Regarding 685 First and UN Park’s indemnity claim, LAZ contends that they did not own the equipment; they were only responsible for repair and upkeep, and there is no sign they were derelict in their duties.

Plaintiff opposes both motions and argues that there is a question of fact regarding whether the condition was inherently dangerous and/or open and obvious. Plaintiff notes that while the lift may not have been obstructed from plaintiff’s view, it was positioned right around a corner, and it was just a few steps past a revolving door, both factors that should go into determining whether or not the object was inherently dangerous and open and obvious.

Plaintiff further contends that there is a question of fact regarding 685 First’s claim to be an out-of-possession landlord. Plaintiff claims that the management agreement does not eliminate all questions of fact as to the potential control by 685 First, and no one with personal knowledge submitted an affidavit or affirmation from 685 First.

## Discussion

“A party moving for summary judgment must demonstrate that the cause of action or defense shall be established sufficiently to warrant the court as a matter of law in directing judgment in the moving party's favor. Thus, the proponent of a summary judgment motion must make a prima facie showing of entitlement to judgment as a matter of law, tendering sufficient evidence to demonstrate the absence of any material issues of fact. This burden is a heavy one and on a motion for summary judgment, facts must be viewed in the light most favorable to the non-moving party. If the moving party meets this burden, the burden then shifts to the non-moving party to establish the existence of material issues of fact which require a trial of the action” (*Jacobsen v New York City Health and Hosps. Corp.*, 22 NY3d 824, 833, 988 NYS2d 86 [2014] [internal quotations and citations omitted]).

### Motion Sequence 001

UN Park claims that it is a condominium that does not own, occupy, or control the parking garage. Neither plaintiff's nor LAZ's opposition papers challenge this assertion. The Court therefore grants the part of MS 001 which seeks dismissal of all claims against defendant UN Park. For the balance of this decision, the Court will only discuss 685 First, even though both defendants made similar arguments.

### Dangerous Condition

685 First argued that no dangerous condition existed, but the Court finds that there is a question of fact which precludes summary judgment on this point.

LAZ's witness, Mr. Gonzalez, testified that no car could be parked on top of the lift due to clearance issues. He testified that the lift could be lowered all the way to the ground level, but it was not. He said that the lift was left at that level – which happened to be at the level of plaintiff's head – to indicate that a car could be parked under the lift platform, but not on top of it. This begs the question – why was there a car lift in that spot at all, when it could not be used to lift a car? And was it somehow necessary to keep the car lift at head-level or could it have been lowered all the way to the ground and left in that position and then disabled to make certain that no one accidentally raised it? Clearly, plaintiff had shown that there was a metal lift at head level, with no caution tape or other warning indication, and plaintiff allegedly smacked into it hard enough to be purportedly knocked unconscious. Plaintiff has raised a question of fact as to the existence of a dangerous condition and the Court denies the part of MS 001 which seeks summary judgment dismissing the complaint.

#### Open and Obvious

685 First argues that if the condition was dangerous, then it was open and obvious and therefore plaintiff bears sole responsibility for his accident. However, the Court need not arrive at a determination of whether the positioning of the car lift was open and obvious. The First Department has held that the fact that a dangerous condition is "...open and obvious is not fatal to a plaintiff's negligence claim, but rather is relevant to plaintiff's comparative fault, and hence summary judgment dismissal is not appropriate" (*Saretsky v 85 Kenmare Realty Corp.*, 85 AD3d 89, 92 [1st Dept 2011] [internal citation omitted]). And so the jury will have to decide not only the issue of the dangerous condition, but also of plaintiff's comparative fault, if any.

### 685 First as Out-of-Possession Landlord

685 First argues that it was an out-of-possession landlord at the time of the accident, “whose very limited duties were entirely displaced by Bridgewater Operating Corporation, as evident in Bridgewater’s Management Agreement with LAZ” (NYSCEF Doc. No. 57 at 12). But 685 First fails to produce any documents to fulfill its burden on its motion.

By referring to itself as an out-of-possession landlord, 685 First impliedly admits that it had some ownership interest in the parking garage. 685 First also explicitly admits that it had some duties related to the parking garage – even if the duties were “very limited.” But there is nothing to support 685 First’s claim that its duties were entirely delegated to Bridgewater – there is no evidence before the Court of any agreement between 685 First and Bridgewater, for example. The management agreement between Bridgewater and LAZ does not even mention 685 First; it lists Bridgewater as an “owner/lessee” (NYSCEF Doc. No. 63 at 1). And the management agreement states that Bridgewater *or one of its affiliates* owns the lift equipment (*id.* at 9). There is no agreement before the Court whereby 685 First delegated all of its responsibilities to Bridgewater thus rendering 685 First an out-of-possession landlord. The Court therefore must deny the part of MS 001 seeking to dismiss claims against 685 First on the theory that it is an out-of-possession landlord.

### Common-Law Indemnification From LAZ Defendants

685 First also claims that it should be granted common-law indemnification from LAZ because the management agreement rendered LAZ completely responsible for the parking garage. However, the management agreement does not assign *everything* to LAZ, and the owner was left with some control over and responsibility for the premises and of the parking garage

and, of course, enforcing the agreement. This was not a lease – it was an agreement to manage the owner’s parking garage. For example, Bridgewater still had the right to fire any employee from the parking facility whose conduct the owner/lessee did not find satisfactory (*id.* at 8). Furthermore, the contract left the responsibility of performing certain structural repairs and government required alterations to the owner/lessee – not to LAZ (*id.* at p 9). The management agreement gave LAZ the right to use and operate the equipment, but it was clear that LAZ did not own the equipment. And was that offending lift, which was left in a spot where it could not be used for its intended purpose, actually being stored in contravention of the agreement? Clearly, the owner had the right to inspect the premises and otherwise make sure LAZ was operating the garage in accordance with the management agreement. The management agreement does not clearly delegate all maintenance and staffing duties to LAZ. As 685 First has not shown that it is free of negligence, the Court denies the part of MS 001 which seeks summary judgment granting common law indemnity to 685 First from LAZ.

### **Motion Sequence 002**

#### **Dangerous Condition & Open and Obvious**

As stated above, the Court finds that there is a question of fact regarding the existence of a dangerous condition. And whether the dangerous condition was open and obvious is not determinative of a finding of liability on defendants’ part but would rather go to plaintiff’s comparative negligence in determining damages. The Court therefore denies the part of MS 002 which seeks to dismiss the complaint based on the theory that there was no dangerous condition, and if there was, that it was open and obvious. The finder of fact will have to determine whether

the condition was dangerous and, if so, whether it was open and obvious and/or plaintiff's comparative fault in smacking into it.

Contention that LAZ Parking, LLC is not Involved

LAZ contends that LAZ Parking, LLC has nothing to do with the present matter, as the management agreement only listed LAZ NY/NJ, and the case should therefore be dismissed as against LAZ Parking, LLC. This Court agrees. Plaintiff's opposition on this point contains boilerplate language and references to cases where courts have broadened a neighbor's responsibility, for example, but the opposition contains no specific connection to testimony or documents in this case to link LAZ Parking, LLC to the obligations in managing the garage at 685 First Avenue. Therefore, all claims against defendant LAZ Parking, LLC are severed and dismissed.

Accordingly, it is hereby

ORDERED that MS 001, 685 FIRST REALTY COMPANY, LLC's and ONE UNITED NATIONS PARK CONDOMINIUM's motion for summary judgment, is granted only to the extent that the Court severs and dismisses all claims against One United Nations Park Condominium; and it is further

ORDERED that all other relief requested in MS 001 is denied; and it further

ORDERED that MS 002, LAZ PARKING, LLC's and LAZ PARKING NEW YORK.NEW JERSEY, LLC's motion for summary judgment, is granted only to the extent that the Court severs and dismisses all claims against LAZ Parking, LLC; and it is further

ORDERED that all other relief requested in MS 002 is denied.

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