

Ramaz Sch. v Pung San Constr. Corp

2026 NY Slip Op 30592(U)

February 18, 2026

Supreme Court, New York County

Docket Number: Index No. 161763/2013

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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INDEX NO. 161763/2013

RAMAZ SCHOOL, CONGREGATION KEHILATH
JESHURAN,

MOTION DATE N/A

Plaintiff,

MOTION SEQ. NO. 011

- v -

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

**DECISION + ORDER ON
MOTION**

Defendant.

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PUNG SAN CONSTRUCTION CORP

Third-Party
Index No. 595092/2014

Plaintiff,

-against-

VVA, LLC, AMHI CORP.

Defendant.

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The following e-filed documents, listed by NYSCEF document number (Motion 011) 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 428, 437, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460

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

Third-party defendant VVA, LLC (“VVA”)’s motion for summary judgment dismissing the third-party complaint against it is granted.

Background

This action concerns plaintiffs’ claims for damages arising out of a fire that occurred at a building owned by plaintiffs—the building contains both a religious day school and a synagogue. The fire marshal’s report contends that the fire took place on July 11, 2011 and that the “fire originated in the cockloft along the west wall in an area approximately 50 feet north of the south

wall, in combustible material (plastic insulation) in the area of electric wiring” (NYSCEF Doc. No. 355 at 4 of 75). Plaintiffs were in the midst of a renovation project at their building and hired defendant Pung San Construction Corp. (“Pung San”) to handle the project.

VVA moves for summary judgment and contends that it was merely the owner’s representative—it insists that it did not cause the fire or do any physical work at the site. VVA stresses that it did not direct, supervise or control any of the work that may have led to the fire. It explains that its main task was to arrange for bids and payments as well as doing administrative work related to the construction project. VVA emphasizes that in its contract with plaintiffs, it specifically stated that it was not controlling the work and had no ability to do so.

VVA argues that Pung San has tried to blame a painting contractor (third-party defendant AMHI) hired directly by plaintiffs to do work in the sanctuary of the synagogue. VVA insists it had no supervisory control over AMHI as well. It concludes that because the fire was caused by electrical wiring, there is no basis to hold it liable.

Defendant C.Q. Electrical Corp. (“CQ”) contends in opposition that VVA was responsible for the work of AMHI on the day of the subject fire. CQ argues that there has never been a determined cause of the fire, only that the fire originated in the electrical wiring. It emphasizes that there is no evidence as to the precise cause and therefore VVA might be liable in the third-party action on the theory that it controlled AMHI. CQ argues that there was deposition testimony from Pung San employees that AMHI workers were smoking on the site and argues that VVA brought in AMHI.

Pung San argues that VVA was controlling AMHI’s work schedule and that plaintiffs wanted to coordinate with AMHI directly. It insists that because of this direct link, it was not able to properly coordinate with AMHI or ensure that proper safety protocols were followed.

Pung San points to emails in which it contends that VVA permitted AMHI to work whatever hours it wanted and against Pung San's advice that AMHI get the proper permits first. Pung San argues that although the exact cause of the fire remains unknown, the last person to be in the building was an AMHI employee at around 8:10 p.m. Smoke started emanating from the roof at 8:23 p.m.

Pung San contends it only alleged negligence and negligent supervision or control as against VVA. It stresses that it did not allege a common law or contractual indemnity claim and maintains that VVA owed a duty to plaintiff. Pung San contends there is clearly an issue of fact concerning its contribution claim from VVA.

Maxtech Electrical submits opposition. The Court did not consider this filing because it references exhibits which were attached as a single, 4,499 page document composed of nearly two dozen exhibits. That is not in accordance with the e-filing protocols and makes it nearly impossible for the Court to navigate Maxtech's opposition.

In reply, VVA emphasizes that its contract forbids it from controlling the work. It also points out that AMHI's contract was with the congregation plaintiff and not VVA.

Discussion

The Court's analysis begins with VVA's contract with plaintiffs (NYSCEF Doc. No. 356). This agreement identifies VVA as a consultant and provides a specific definition of VVA's "scope of responsibility." It states that VVA:

"shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for site safety in connection with the Project. Consultant shall not be responsible for the contractor's schedules or failure or carry out the Project in accordance with the contract documents. Consultant shall not have control over or charge of acts or omissions of the contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the Project, Consultant shall not be responsible for any errors or omissions of any design professionals providing any

services in connection with the Project. Duties, responsibilities and limitations of authority of Consultant as set forth in this Agreement shall not be restricted, modified or extended without written consent of Owner and Consultant” (*id.* at Schedule III, ¶ 11).

As VVA points out, plaintiffs have not sought any relief as against VVA with respect to the fire. They have only pursued damages as against Pung San and the electrical contractors. That compels the Court to grant VVA’s motion as neither Pung San nor the electrical contractors cited a cognizable theory under which they could pursue a negligence, contribution or indemnity theory against VVA. Of course, VVA had no duty to Pung San or the electrical contractors and so a negligence claim cannot survive.

And similarly, a contribution claim does not lie here. “The right of contribution requires only that the party seeking contribution and the party from whom contribution is sought be liable, in whole or in part, for the same injury” (*Oursler v Brennan*, 67 AD3d 36, 45, 884 NYS2d 534 [4th Dept 2009] [internal quotations and citation omitted]). Here, no opposing party raised an issue of fact as to how VVA could be liable for the fire. There is no evidence that VVA undertook a contractual obligation to supervise the painting subcontractor AMHI. Rather, as best this Court can tell, VVA acted as an intermediary on behalf of the plaintiffs (although the Court stresses that the contract expressly stated that VVA was not acting as plaintiffs’ agent and was an independent contractor). It was tasked with coordinating and communicating and had no role to ensure any safety protocols were followed.

And, as VVA point out, the contract with AMHI was entered into with plaintiff Congregation Kehilath Jeshuran (NYSCEF Doc. No. 358) and VVA was tasked with acting as this plaintiff’s representative (*id.* ¶ 10.1). In fact, the agreement specifically added that:

“[T]he Owner's Representative will not be required to make exhaustive or continuous on-site inspections to check the quality of the Work. The Owner's Representative will not have control over, charge of, or responsibility for, the

construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents” (id. ¶ 10.2).

VVA specifically contracted that although it would periodically visit the site, it was not responsible for continuous monitoring of AMHI’s work or for any safety protocols. The Court is unable to find that VVA could therefore be liable to Pung San or the electrical contractors under these circumstances where it did not do any of the construction work and expressly contracted not to have any supervisory or safety responsibilities. In fact, Pung San appears to acknowledge this by claiming that its theory of recovery against VVA is based on the fact that VVA had a duty to plaintiffs. But plaintiffs don’t think so and the contracts were clearly meant to insulate VVA from acquiring such a duty.

Accordingly, it is hereby

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

It seems that the last conference was held in this case in March 2025 (although no order was ever uploaded). Given that the prior judge set a note of issue deadline of April 4, 2025 and no note of issue was ever filed, the Court sets a note of issue deadline of March 5, 2026. There is no reason any discovery could still be pending in a case that was commenced more than a decade ago.

ARLENE P. BLUTH, J.S.C.

2/18/2026
DATE

CHECK ONE:	<input type="checkbox"/>	CASE DISPOSED	<input checked="" 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