

<b>Torres v Centennial El. Indus. Inc.</b>
2026 NY Slip Op 31814(U)
April 27, 2026
Supreme Court, New York County
Docket Number: Index No. 160182/2021
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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LUIS A. TORRES,

Plaintiff,

- v -

CENTENNIAL ELEVATOR INDUSTRIES INC.,  
ROOSEVELT ISLAND OPERATING CORPORATION,  
GRENADIER REALTY CORP., GRENADIER REALTY  
MANAGEMENT LLC,

Defendants.

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INDEX NO. 160182/2021

MOTION DATE 04/02/2026

MOTION SEQ. NO. 004 005

**DECISION + ORDER ON  
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 004) 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 141, 142, 143, 144, 145, 146, 147, 148, 151, 152, 153, 154 were read on this motion to/for JUDGMENT - SUMMARY.

The following e-filed documents, listed by NYSCEF document number (Motion 005) 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 136, 137, 138, 139, 140, 149, 150, 155, 156, 157, 158, 159 were read on this motion to/for SUMMARY JUDGMENT.

Motion Sequence Numbers 004 and 005 are consolidated for disposition. Defendants Grenadier Realty Corp. and Grenadier Realty Management, LLC (collectively, "Grenadier")'s motion (MS004) for summary judgment dismissing plaintiff's complaint is granted as described below. Defendant Centennial Elevator Industries, Inc. ("Centennial")'s motion (MS005) for summary judgment dismissing plaintiff's complaint is granted as described below.

**Background**

In this personal injury action, plaintiff contends that he was injured when he tried to hold the elevator door open with his hand as bent down to pick up a screw in the door track of the

service elevator when the door allegedly closed on his hand. Plaintiff was working as a porter a building on Roosevelt Island at the time of the incident.

**MS004**

Grenadier contends that it is entitled to dismissal of plaintiff's complaint against them because they are barred by the exclusive remedy provisions of the Workers' Compensation Law. It argues that plaintiff was an employee of Grenadier and his accident arose out of that employment. Grenadier points out that plaintiff admitted that he filed a Workers' Compensation claim from this accident and that he ultimately received benefits. It adds that these benefits were paid through coverage maintained by both Grenadier and Roosevelt Island Associates, LLC (the landlord).

Grenadier insists that plaintiff was a special employee for Grenadier at the time of the incident, meaning that although he worked for another entity he was working for a limited time for Grenadier.

It also argues that it was not responsible for the maintenance, repair or inspection of the elevators at the time of the accident and that Centennial was the entity responsible for the elevator maintenance.

In opposition, Centennial observes that Grenadier was hired to manage the property on behalf of Roosevelt Island Associates, LLC and that there was no evidence of any defect with the elevator prior to the incident. It adds that, in fact, there is no evidence of any problems with the elevator at all and that, therefore, the issue concerns the cleanliness of the elevator. Centennial argues that Grenadier is responsible for cleaning the elevator, particularly when, as here, there is construction work going on in the building.

Plaintiff claims in opposition that his employer was not Grenadier and that there is no evidence that Grenadier is controlled by Roosevelt in any way. He acknowledges that both entities were insured under the same policy and that Roosevelt, plaintiff's actual employer, was discontinued from the action. Plaintiff argues that the Workers' Compensation Board's determination that Roosevelt was his employer is determinative as to his true employer.

Plaintiff also insists that he was not a special employee of Grenadier because filings with the Secretary of State show that it and Roosevelt are separate entities and there is no suggestion that they are alter egos of each other.

### Discussion

“A person may be deemed to have more than one employer for purposes of the Workers' Compensation Law, a general employer and a special employer. Where the facts demonstrate the plaintiff's dual employment status, whether the relationship between two corporate entities is that of joint ventures, parent and subsidiary, corporate affiliates, or general and special employers, immunity will be extended to all the plaintiff's employers where the plaintiff has accepted Workers' Compensation benefits. A ‘special employee’ is defined as one who is transferred for a limited time of whatever duration to the service of another. Although a person's status as a special employee is generally a question of fact, it may be determined as a matter of law where the particular, undisputed critical facts compel that conclusion and present no triable issue of fact” (*Degale-Selier v Preferred Mgt. & Leasing Corp.*, 57 AD3d 825, 825-26, 870 NYS2d 94 [2d Dept 2008] [internal quotations and citations omitted]).

The Court's analysis begins with plaintiff's deposition transcript in which he insists that his employer was Grenadier (NYSCEF Doc. No. 78 at 12). He added that his paychecks state they come from both Grenadier and Roosevelt (*id.*). Of course, this raises a clear inference that

he worked for Grenadier as a special employee. The Court observes that in a similar situation, the Second Department found that an employee of the building was a special employee of the managing agent and therefore, the Workers' Compensation Law shielded the managing agent from liability for negligence (*Ugijanin v 2 W. 45th St. Joint Venture*, 43 AD3d 911, 912, 841 NYS2d 611 [2d Dept 2007]).

Here, the deposition transcript from plaintiff suggests one conclusion—that he thought he worked for Grenadier. It is also critical to point out that plaintiff was not a recent hire who may have been mistaken—he worked as a porter for, in his estimation, Grenadier, for nine and half years (NYSCEF Doc. No. 78 at 13). Plaintiff's opposition did not adequately explain how he could seek Workers' Compensation benefits and also sue an entity which he believed was his employer for nearly a decade. The Court observes that there is nothing in the papers that suggests that Roosevelt ever took any steps to distinguish itself from Grenadier—again, plaintiff says his paychecks had the names of both entities on them.

This requires the Court to find that Grenadier is entitled to immunity under the Workers' Compensation Law.

#### **MS005**

In this motion, Centennial moves for summary judgment on the ground that there was no evidence adduced of any defect with the elevator. It adds that there is no indication that Centennial did anything to cause or create a mechanical defect that was the proximate cause of plaintiff's accident. Centennial contends that plaintiff admitted that he saw a screw caught in the track and that obstructed the door from closing.

Centennial attaches the affidavit of its COO, who contends that the door sends infrared beams across the openings and did not detect plaintiff's hand because plaintiff had reached down

to get the screw (NYSCEF Doc. No. 118 at 2-3). Centennial observes that the elevator clearly did not have any defect because it remained operational that day, and in the days following the incident, and there is no record of any requests for repairs after plaintiff's accident.

Plaintiff contends in opposition that Centennial did not meet its burden on a motion for summary judgment. He insists that his expert opined that there were prior door strikes and that Centennial did not take appropriate action to ensure that they did not re-occur (NYSCEF Doc. No. 137 at 13). Plaintiff's expert argues that the door safety sensor did not operate properly and that it allowed the door to close on his hand (*id.* at 14).

In reply, Centennial contends that plaintiff's filing was late and that this untimely opposition did not permit it enough time to get an expert affirmation to respond to plaintiff's expert. It argues that the prior work tickets were completely unrelated and that plaintiff did not show any substantive evidence detailing the work involved in the prior service. Centennial also argues that it was not responsible for the screw in the elevator door track and that, therefore, it is not liable as a matter of law. It adds that it was Grenadier who was responsible for the cleaning and maintenance of the building.

### **Discussion**

As in most elevator repair cases, the key question here is whether the elevator repair company (Centennial) had notice of a defect in the elevator. "An elevator company which agrees to maintain an elevator in safe operating condition may be liable to a passenger for failure to correct conditions of which it has knowledge or failure to use reasonable care to discover and correct a condition which it ought to have found" (*Farmer v Cent. El., Inc.*, 255 AD2d 289, 289-90, 679 NYS2d 636 [2d Dept 1998]).

As a preliminary finding, the Court observes that plaintiff did not raise an issue of fact that there was a defect at all. Plaintiff's version of events is that he noticed a screw in the track of the elevator door, bent down to retrieve it and the elevator hit his hand. It is unclear based on this record what the exact nature of the defect might be—elevator doors close.

This is not a situation in which the nature of the defect is clear (*c.f. Gjonaj v Otis El. Co.*, 38 AD3d 384, 385, 832 NYS2d 189 [1st Dept 2007] [discussing an elevator that suddenly dropped several floors]). Here, plaintiff seems to suggest that the elevator should not have closed but there is no mention of what repairs were required after this incident or any analysis of a defect with the elevator that caused the accident.

Moreover, there is no suggestion that Centennial had any notice of this purported defect. Plaintiff cites to work tickets in his memorandum of law (NYSCEF Doc. No. 139 at 10) but does not provide a pincite to the 33 pages of various issues. Plaintiff's expert points to work ticket stating that the door hit a delivery person in the arm from August 2020 (about six months prior to plaintiff's accident) but there are no more details about the connection between this incident and plaintiff's accident, particularly given that there were repairs made (NYSCEF Doc. No. 120 at 17). And the work tickets show regular maintenance after this August 2020 investigation.

In sum, the Court grants Centennial's motion because the exact nature of the alleged defect is unclear and, to the extent there was some sort of defect, there is no evidence that Centennial had sufficient notice in order to address the issues plaintiff references (*Santoni v Bertelsmann Prop., Inc.*, 21 AD3d 712, 714, 800 NYS2d 676 [1st Dept 2005] [dismissing personal injury case against property owner and elevator repair company where there was no notice]). And, finally, the fact is that this record shows that the elevator remained in operation following the incident and plaintiff did not point to any repair investigation detailing the alleged

issues (*id.* [observing that defendants’ experts concluded the elevator did not have a defect because it operated normally following the accident]).

Accordingly, it is hereby

ORDERED that defendant Grenadier Realty Corp. and Grenadier Realty Management, LLC’s motion (MS004) for summary judgment is granted to the extent that plaintiff’s claims against them are severed and dismissed; and it is further

ORDERED that defendant Centennial Elevator Industries, Inc. (MS005)’s motion for summary judgment is granted to the extent that plaintiff’s claims against it are severed and dismissed.

4/27/2026

DATE

  
ARLENE P. BLUTH, J.S.C.

CHECK ONE:

CASE DISPOSED  
GRANTED  DENIED  
SETTLE ORDER  
INCLUDES TRANSFER/REASSIGN

NON-FINAL DISPOSITION  
GRANTED IN PART  
SUBMIT ORDER  
FIDUCIARY APPOINTMENT

OTHER  
REFERENCE

APPLICATION:

CHECK IF APPROPRIATE: