Bravo v Metropolitan Transp. Auth.
2026 NY Slip Op 31932(U)
May 4, 2026
Supreme Court, New York County
Docket Number: Index No. 158977/2025
Judge: Richard Tsai
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SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: **HON. RICHARD TSAI** **PART** **21**

Justice

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JOSE M. FLOREZ BRAVO,

Plaintiff,

- v -

METROPOLITAN TRANSPORTATION AUTHORITY,

Defendant.

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INDEX NO. 158977/2025

MOTION DATE 09/19/2025

MOTION SEQ. NO. 001

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document numbers (Motion 001) 2-16 were read on this motion to/for DISMISSAL.

In this action, plaintiff Jose M. Florez Bravo alleges that, on September 5, 2024, he was performing construction work in Suite 1901, located on the 19th Floor of 301 Park Avenue in Manhattan, when he was injured "solely and wholly as a result of the negligence of Defendants their agents, servants and/or employees, in the ownership, operation, direction, inspection, repair, supervision, possession, control, construction, rehabilitation and/or alteration of the said premises" (complaint [NYSCEF Doc. No. 1] ¶¶ 24-28). In addition to common law negligence, plaintiff asserts claims for violations of Labor Law §§ 200, 240 and 241.

Defendant Metropolitan Transportation Authority now moves to dismiss the complaint, pursuant to CPLR 3211 (a) (1) and (7), arguing that defendant has no ownership interest or connection to the premises whatsoever. Plaintiff opposes the motion.

DISCUSSION

"Pursuant to CPLR 3211(a)(1), dismissal may be 'granted only where the documentary evidence [tendered by defendant] utterly refutes plaintiff's factual allegations, conclusively establishing a defense as a matter of law (*Gomez-Jimenez v New York Law School*, 103 AD3d 13, 16 [1st Dept 2012], quoting Goshen v Mutual Life Ins. Co. of N.Y., 98 NY2d 314, 326 [2002]). According to the Appellate Division, First Department:

> "In considering the documents offered by the movant to negate the claims in the complaint, a court must adhere to the concept that the allegations in the complaint are presumed to be true, and that the pleading is entitled to all reasonable inferences. However, while the pleading is to be liberally

construed, the court is not required to accept as true factual allegations that are plainly contradicted by documentary evidence" (*Dixon v 105 W. 75th St. LLC*, 148 AD3d 623, 626-27 [1st Dept 2017] [internal citations omitted]).

Here, the four deeds annexed as exhibits to this motion "conclusively refute" that defendant had any ownership interest in the premises where plaintiff allegedly sustained injuries (*Ortiz v City of New York*, 225 AD3d 451, 451-52 [1st Dept 2024]). To the contrary, as defendant explains, these deeds conclusively establish that the building located at 301 Park Avenue, popularly known as the Waldorf Astoria hotel, was owned by non-party AB Stable LLC ("AB Stable") at the time of the accident, after having acquired it in 2015 (exhibit C in support of motion [NYSCEF Doc. No. 7], 2015 Deed).

As defendant further explains, the closest connection it has to the building at 301 Park Avenue is that it currently owns certain underground train tracks and infrastructure that sit below that building (affirmation of Jason Ortiz in support of motion [NYSCEF Doc. No. 4] ¶ 16; exhibit D in support of motion [NYSCEF Doc. No 16], 2020 Deed). This underground property was purchased, among other various properties, from non-party Midtown Trackage Ventures LLC by defendant on October 2, 2020, and contains a description and numerous drawings of the relevant property, the Hudson Line, which partially sits under the 301 Park Avenue (2020 Deed at 18-94).

In opposition to the motion, plaintiff's counsel, annexing as exhibit A (NYSCEF Doc. No. 14) what appears to his own copy of the same 2020 deed, asserts that the motion should be denied because such deed states that defendant had purchased the "'entire lot'" and that it included "'all buildings, facilities and structures'" (affirmation in opposition to motion [NYSCEF Doc. No. 13] ¶¶ 6-7, citing plaintiff's exhibit A in opposition to motion). Thus, plaintiff's counsel argues that "[t]he representations of the MTA appear to conflict with the search results annexed hereto" and thus the motion should be denied (*id*. ¶ 12).

Plaintiff, however, is misreading the 2020 Deed. First, the phrase "entire lot" appears in the ACRIS coversheet, rather than the text of the 2020 Deed; and the court agrees with defendant that this language is most reasonably interpreted to mean that the particular filing on ACRIS "in some way, impacts all of a specific part of a property parcel (i.e., a specific Block and Lot), not that the entire property has been sold each time" (reply memorandum of law in further support of motion [NYSCEF Doc. No. 16] at 2; *see also Dodge v Baker*, 194 AD3d 1348, 1350 [4th Dept 2021] ["It is well settled that a clear and complete written agreement should be enforced in accordance with its terms, and deeds must be construed under the same rules as any other contract"] [internal citations omitted]; *Cole v Macklowe*, 99 AD3d 595, 596 [1st Dept 2012] [stating that it is a "well settled principle that a contract should not be interpreted to produce an absurd result, one that is commercially unreasonable, or one that is contrary to the intent of the parties"]).

Indeed, as defendant points out "recently filed sale deeds for condominiums at 301 Park Ave that only concern the sale (by AB Stable LLC) of specific units within the subject building" are "similarly labeled 'Entire Lot,'" (reply memorandum of law in further support of motion at 2, citing Residential Unit Deed for 301 Park Ave, Unit 1909, NYCDOF, Office of the City Register, Dec. 23, 2024, https://a836-acris.nyc.gov/DS/DocumentSearch/DocumentImageView?doc_id=2025032500266001 [last accessed May 4, 2026]).

Similarly, the phrase "all buildings, facilities, structures" must be interpreted as being modified by the phrase "in or attached to and used or usable in the operation of the Hudson Line Premises"(2020 deed at NYSCEF Page 18); *see also Duane Reade, Inc. v Cardtronics, LP*, 54 AD3d 137, 144 [1st Dept 2008] ["it has long been the rule, in construing contracts, that '[p]articular words should be considered, not as if isolated from the context, but in the light of the obligation as a whole and the intention of the parties as manifested thereby'"], quoting *Atwater & Co. v. Panama R.R. Co.*, 246 N.Y. 519, 524, 159 N.E. 418 [1927]).

Plaintiff also takes issue with defendant's submission of an affirmation by Jason Ortiz, who states that he is the "Senior Deputy Director of Transaction Management in the Leasing Acquisition and Real Estate Department for the Metropolitan Transportation Authority" (Ortiz affirmation ¶ 1). Indeed, plaintiff is correct that an affirmation of a party's employee "does not constitute 'documentary evidence' for purposes of a motion to dismiss pursuant to CPLR 3211(a)(1)" (*Bou v Llamoza*, 173 AD3d 575, 575 [1st Dept 2019]). However, in this court's view, the documentary evidence on this motion is in the deeds submitted by defendant that, by themselves, establish that: (1) defendant did not have any ownership in the premises where plaintiff was injured on September 4, 2024; and (2) at the time of the accident, defendant only owned the part of subterranean Hudson Line that sits below the building where plaintiff was injured. Rather, the Ortiz affirmation, like defendant's memoranda of law on this motion, is not documentary evidence itself, but rather serves to marshal the relevant documentary evidence in the deeds and to further explain the history behind the various property interests in the subject parcel of land.

Therefore, defendant's motion to dismiss is granted. In light the dismissal pursuant to CPLR 3211 (a) (1), the court need not address defendant's arguments for dismissal pursuant to CPLR 3211 (a) (7).

CONCLUSION

Upon the foregoing documents, it is hereby **ORDERED** that the motion by defendant Metropolitan Transportation Authority to dismiss the complaint, pursuant to CPLR 3211 (a) (1) and (7), is **GRANTED**, and the complaint is dismissed in its entirety as against said defendant, with costs and disbursements to said defendant as taxed by the Clerk of the Court upon submission of an appropriate bill of costs, and the Clerk is

directed to enter judgment accordingly in favor of said defendant.

ENTER:

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5/4/2026
DATE

RICHARD TSAI, J.S.C.

CHECK ONE:	X	**CASE DISPOSED**			**NON-FINAL DISPOSITION**		
	X	**GRANTED**		**DENIED**	**GRANTED IN PART**		**OTHER**
APPLICATION:		**SETTLE ORDER**			**SUBMIT ORDER**		
CHECK IF APPROPRIATE:		**INCLUDES TRANSFER/REASSIGN**			**FIDUCIARY APPOINTMENT**		**REFERENCE**