

NEW YORK SUPREME COURT, APPELLATE DIVISION, FIRST
DEPARTMENT

Canales v. Noble Constr. Group, LLC

2026 NY Slip Op 04473 · No. 2025-02004 · Decided July 16, 2026

SUMMARY

This appellate decision addresses personal injury claims arising from a construction accident in which a worker was injured while manually carrying an 800-pound electrical cabinet. The court modified the lower court's order by granting plaintiff summary judgment on liability under Labor Law § 240(1), while affirming denial of summary judgment on Labor Law § 200 and common-law negligence claims. It also granted conditional summary judgment on contractual indemnification claims against the third-party defendants. The decision discusses issues of gravity-related injuries, control over means and methods, and indemnification obligations.

CASE DETAILS

COURT	New York Supreme Court, Appellate Division, First Department
WRITING FOR THE COURT	Webber; Kennedy; Kapnick; González; O'Neill Levy
JURISDICTION	New York, Appellate Division, First Department
DECIDED	July 16, 2026
DOCKET	2025-02004
DISPOSITION	other
PROCEDURAL POSTURE	Appeal from an order of the Supreme Court, New York County (Arlene P. Bluth, J.), entered on or about March 18, 2025, which denied plaintiff's motion for summary judgment on Labor Law § 240(1), granted defendants' motion to dismiss that claim, denied defendants' motion to dismiss other claims, granted plaintiff's motion on § 241(6), and denied Team Electric's motion. The Appellate Division modified.
STANDARD OF REVIEW	Summary judgment standard; on appeal, the court reviews whether the motion court properly granted or denied summary judgment.
PRECEDENTIAL VALUE	Published
PARTIES	Noble Construction Group, LLC and 350 East Houston LLC v. Jose N. Canales

TOPICS

construction law

negligence

summary judgment

personal injury

contracts

PRACTICE AREAS

Construction Law

Torts

Contracts

Civil Procedure

QUESTIONS PRESENTED

1. Whether plaintiff was entitled to summary judgment on Labor Law § 240(1) liability
2. Whether defendants were entitled to summary judgment dismissing the Labor Law § 240(1) claim
3. Whether defendants were entitled to summary judgment on Labor Law §§ 241(6) and 200 and common-law negligence claims
4. Whether defendants were entitled to conditional summary judgment on contractual indemnification claims
5. Whether Team Electric was entitled to dismissal of third-party claims

HOLDINGS

1. Plaintiff established prima facie entitlement to summary judgment on his Labor Law § 240(1) claim because his injuries flowed directly from the application of the force of gravity to the endbox, and a safety device should have been used.
2. Defendants failed to raise a triable issue of fact; the fact that a coworker tripped on rebar does not remove the accident from § 240(1) because it also arose from failure to provide a safety device.
3. Because plaintiff is granted summary judgment on § 240(1), the § 241(6) claim is academic.
4. Supreme Court properly denied summary judgment because there are issues of fact about Noble's involvement and control over the means and methods of the work.
5. Defendants are entitled to conditional summary judgment on their contractual indemnification claims because the accident arose out of the work and Team Electric was responsible for the endbox, but factual disputes remain as to who directed the work and defendants' freedom from negligence.
6. Issues of fact preclude dismissal because there is conflicting evidence as to involvement and supervision over the injury-producing work.

KEY QUOTATIONS

“Plaintiff established prima facie entitlement to summary judgment on his Labor Law § 240(1) claim, as he demonstrated that his injuries flowed directly from the application of the force of gravity to the endbox, and that a safety device, such as a hoist or forklift, should have been used to transport it” ([*2])

“Contrary to defendants' arguments, the fact that plaintiff's injury was partially attributable to the coworker tripping on the rebar does not remove it from the reach of Labor Law § 240(1), as the accident also arose at least partially from the failure to provide a safety device to protect plaintiff from the risks arising from an elevation differential” ([*2])

FACTUAL BACKGROUND

Plaintiff, an employee of C&L Concrete Corp., was injured while helping to carry an 800-pound electrical cabinet (endbox) at a construction site. His supervisor instructed him to assemble a team to move the endbox, and he complained about lack of proper equipment. After the endbox was transported by a lift, plaintiff and coworkers manually carried it; when a coworker tripped on protruding rebar, the endbox pinned plaintiff against a wall.

PROCEDURAL HISTORY

Plaintiff sued defendants for injuries sustained at a construction site. Defendants impleaded third-party defendants. The motion court granted partial summary judgment. Both sides appealed.

DISPOSITION

other

REMAND INSTRUCTIONS

The order is modified to grant plaintiff summary judgment on § 240(1) and to grant defendants conditional summary judgment on contractual indemnification; otherwise affirmed. No remand is necessary.

CASES CITED

- Runner v New York Stock Exch., Inc., 13 NY3d 599, 603 (2009)
- Nunez v Bertelsman Prop., 304 AD2d 487, 488 (1st Dept 2003)
- Fanning v Rockefeller Univ., 106 AD3d 484, 485 (1st Dept 2013)
- Lucas v. City of New York, 236 AD3d 523, 525 (1st Dept 2025)
- Sandoval-Morales v. 164-20 N. Blvd., LLC, 231 AD3d 501, 503 (1st Dept 2024)
- Herrero v 2146 Nostrand Ave. Assocs., LLC, 193 AD3d 421, 424 (1st Dept 2021)

OPINION

PER CURIAM.

<!DOCTYPE html><html><body><div> <div> <h1>Canales v Noble Constr. Group, LLC</h1>
<p>2026 NY Slip Op 04473</p> <p>July 16, 2026</p>
<p>Appellate Division, First Department</p> <p>Published by New York State Law Reporting
Bureau pursuant to Judiciary Law § 431.</p> <p>This decision is uncorrected and subject to
revision before publication in the Official Reports.</p> </div> <div> <p>Jose N. Canales,
Plaintiff-Respondent-Appellant,</p> <p>v</p> <p>Noble Construction Group, LLC, et al.,
Defendants-Appellants-Respondents.</p> <p>Noble Construction Group, LLC, et al., Third-Party
Plaintiffs-Appellants-Respondents,</p> <p>v</p> <p>C & L Concrete Corp., Third-Party
Defendant-Respondent-Appellant.</p> <p>Noble Construction Group, LLC, et al., Second Third-

Party Plaintiffs-Appellants-Respondents,</p> <p>v</p> <p>Team Electric Inc. et al., Second Third-Party Defendants-Respondents-Appellants.</p> <p>C & L Concrete Corp., Third Third-Party Plaintiff-Respondent-Appellant,</p> <p>v</p> <p>Team Electric Inc. et al., Third Third-Party Defendants-Appellants-Respondents.</p> </div> <p>Decided and Entered: July 16, 2026</p> <p>Index No. 161247/19, 595182/20, 595970/21, 596029/21|Appeal No. 6281|Case No. 2025-02004|</p> <p>Before: Webber, J.P., Kennedy, Kapnick, González, O'Neill Levy, JJ. </p> <div> <p>Fabiani Cohen & Hall, LLP, New York (Nicholas M. Vevante of counsel), for Noble Construction Group, LLC and 350 East Houston LLC, appellants-respondents.</p> <p>Bartlett LLP, Melville (Eric N. Bailey of counsel), for Team Electric Corp. and Team Electric Inc., appellants-respondents.</p> <p>Sweetbaum & Sweetbaum, Lake Success (Joel A. Sweetbaum of counsel), for C&L Concrete Corp., respondent-appellant.</p> <p>Law Offices of Lawrence Perry Biondi, PC, Garden City (Lisa M. Comeau of counsel), for Jose N. Canales, respondent-appellant.</p> </div> [*1] <p>Order, Supreme Court, New York County (Arlene P. Bluth, J.), entered on or about March 18, 2025, which denied plaintiff's motion for summary judgment insofar as it sought judgment on liability on plaintiff's Labor Law § 240(1) claim; granted the motion of defendants/third-party plaintiffs/second third-party plaintiffs Noble Construction Group, LLC and 350 East Houston LLC (together, defendants) for summary judgment insofar as it sought dismissal of plaintiff's Labor Law § 240(1) claim; denied defendants' motion for summary judgment insofar as it sought dismissal of plaintiff's Labor Law §§ 241(6) and 200 claims and common-law negligence claim, and insofar as it sought judgment in defendants' favor on their contractual indemnification claims as against third-party defendant/third third-party plaintiff C & L Concrete Corp. and second third-party defendants/third third-party defendants Team Electric Inc. and Team Electric Corp. (together, Team Electric); granted plaintiff's motion for summary judgment insofar as it sought judgment on liability on plaintiff's Labor Law § 241(6) claim predicated on Industrial Code (12 NYCRR) § 23-1.7(e)(1); and denied Team Electric's motion for summary judgment dismissing defendants' second third-party complaint and C&L's third third-party complaint as against Team Electric, unanimously modified, on the law, to grant plaintiff's motion insofar as it sought judgment on liability on the Labor Law § 240(1) claim, and to grant defendants' motion insofar as it sought conditional summary judgment on their contractual indemnification claims against C&L and Team Electric, and otherwise affirmed, without costs.</p> <p>Plaintiff alleged that while he was working for C&L, he was injured when he was helping to carry an 800-pound electrical cabinet, or "endbox."

According to plaintiff, his supervisor instructed him to assemble a team of coworkers to move and install the endbox, and he complained to the supervisor that they lacked the proper equipment to transport it. Nevertheless, after the endbox was transported inside the property by a lift, plaintiff and his coworkers manually carried the endbox at chest or knee height; when one of plaintiff's coworkers tripped on a piece of protruding rebar, the endbox pinned plaintiff against a wall.</p>

² Plaintiff established prima facie entitlement to summary judgment on his Labor Law § 240(1) claim, as he demonstrated that his injuries flowed directly from the application of the force of gravity to the endbox, and that a safety device, such as a hoist or forklift, should have been used to transport it (*see* *Runner v New York Stock Exch., Inc.*, 13 NY3d 599, 603 [2009]).

In opposition, defendants failed to raise a triable issue of fact. Contrary to defendants' arguments, the fact that plaintiff's injury was partially attributable to the coworker tripping on the rebar does not remove it from the reach of Labor Law § 240(1), as the accident also arose at least partially from the failure to provide a safety device to protect plaintiff from the risks arising from an elevation differential (*see* *Nunez v Bertelsman Prop.*, 304 AD2d 487, 488 [1st Dept 2003]).

Because we are granting plaintiff summary judgment on liability on his Labor Law § 240(1) claim, his arguments on the Labor Law § 241(6) claim are academic (*see* *Fanning v Rockefeller Univ.*, 106 AD3d 484, 485 [1st Dept 2013]).

However, the Labor Law § 200 and common-law negligence claims are not academic because they are relevant to the defendants' claims for indemnification against C&L and Team Electric.

Supreme Court properly denied general contractor Noble summary judgment dismissing the Labor Law § 200 and common-law negligence claims.

The court correctly found that taken together, plaintiff's testimony, his foreman's testimony, and the affidavit from a Noble foreman raise an issue of fact about Noble's involvement in the endbox delivery and its control over the means and methods of the work (*see* *Lucas v. City of New York*, 236 AD3d 523, 525 [1st Dept 2025]; *Sandoval-Morales v. 164-20 N. Blvd., LLC*, 231 AD3d 501, 503 [1st Dept 2024]).

Although the court correctly found that Team Electric was not entitled to summary judgment dismissing defendants' contractual indemnification claims against in, it should have granted conditional summary judgment to defendants on those claims.

The record demonstrates that plaintiff's accident occurred during the handling of Team Electric's endbox, thus, it arose out of the work. Team Electric's project manager also testified that Team Electric was responsible for the endbox.

However, factual disputes remain as to who directed C&L to unload and move the endbox, and defendants have not established their freedom from negligence thus, defendants are entitled to conditional summary judgment on their contractual indemnification claims against C&L and Team Electric (*see* *Herrero v 2146 Nostrand Ave. Assocs., LLC*, 13 NY3d 599, 603 [2009]).

no-link">193 AD3d 421, 424 [1st Dept 2021]).</p> [*3] <p>Similarly, issues of fact preclude dismissal of C&L's common-law indemnification and contribution claims against Team Electric.</p></div></body></html>

The record contains conflicting evidence as to Team Electric's and C&L's involvement in and supervision over the injury-producing work. Employees for both entities were involved in the transportation of the endbox, which was Team Electric's responsibility.</p> <p>We have considered the parties' remaining arguments and find them unavailing.</p> <p>THIS CONSTITUTES THE DECISION AND ORDER OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT.</p> <p>ENTERED: July 16, 2026</p> </div></body></html>