

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

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OPINION

PER CURIAM.

<!DOCTYPE html><html><body><div> <div> <h1>Canales v Noble Constr. Group, LLC</h1>  
<p><span class="citation no-link">2026 NY Slip Op 04473</span></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> <span>[\*1]</span> <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.

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.

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.*, [2560467](/opinion/2560467/runner-v-new-york-stock-exchange-inc/#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](/c/AD2d/304/487/), 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](/c/AD3d/106/484/), 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.

</p> <p>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 (<i>see Lucas v. City of New York</i>, <span class="citation no-link">236 AD3d 523</span>, 525 [1st Dept 2025]<i>, Sandoval-Morales v. 164-20 N. Blvd., LLC</i>, <span class="citation no-link">231 AD3d 501</span>, 503 [1st Dept 2024]).</p> <p>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 (<i>see</i> <i>Herrero v 2146 Nostrand Ave. Assocs., LLC</i>, <span class="citation no-link">193 AD3d 421</span>, 424 [1st Dept 2021]).</p> <span>[\*3]</span> <p>Similarly, issues of fact preclude dismissal of C&L's common-law indemnification and contribution claims against Team Electric.

The record contains conflicting evidence as to Team Electric's and C&L's involvement in and supervision over the injury<b>-</b>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>