

SUPREME COURT OF THE STATE OF NEW YORK, APPELLATE DIVISION,
FOURTH JUDICIAL DEPARTMENT

Lazarus Constr. Corp. v. Skyline Centro, LLC

Lazarus Constr. Corp., 2026 NY Slip Op 01877 (Supreme Court of the State of New York Appellate Division
Fourth Judicial Department 2026) · No. 54 CA 25-00046 · Decided March 27, 2026

SUMMARY

The Appellate Division, Fourth Department modified a judgment arising from a construction-contract dispute. The court held that Lazarus Industries, LLC could not be held liable for damages because the jury found no damages resulting from its breach, and that joint and several liability was unsupported by the pleadings, jury instructions, and verdict.

CASE DETAILS

COURT	Supreme Court of the State of New York, Appellate Division, Fourth Judicial Department
WRITING FOR THE COURT	Montour, J.P.; Smith, J.; Greenwood, J.; Nowak, J.; Hannah, J.
JURISDICTION	Supreme Court of the State of New York, Appellate Division, Fourth Department
DECIDED	March 27, 2026
DOCKET	54 CA 25-00046
DISPOSITION	other
PROCEDURAL POSTURE	Lazarus Industries, LLC appealed from a judgment entered after a jury trial that imposed joint and several liability on Lazarus Industries and Lazarus Construction Corp. for Skyline Centro, LLC's breach-of-contract damages.
STANDARD OF REVIEW	Review of questions of law and whether the judgment conformed to the jury's verdict; the court modified the judgment on the law.
PRECEDENTIAL VALUE	Published appellate decision
PARTIES	Lazarus Industries, LLC v. Skyline Centro, LLC

TOPICS

- breach of contract
- construction law
- damages
- appellate procedure
- final judgment rule

PRACTICE AREAS

contract law

construction law

commercial litigation

appellate procedure

damages

QUESTIONS PRESENTED

1. Whether an appeal noticed from an order subsumed in a subsequently entered final judgment should be deemed an appeal from the judgment.
2. Whether Lazarus Industries, LLC could be held liable for breach of contract when the jury found that Skyline Centro, LLC failed to establish damages resulting from Lazarus Industries' breach.
3. Whether Lazarus Industries could be held jointly and severally liable with Lazarus Construction Corp. for damages based on an induced-breach theory that was neither pleaded nor submitted to the jury.

HOLDINGS

1. An appeal noticed from an order subsumed in a timely entered final judgment is deemed an appeal from the judgment when no prejudice resulted and the judgment was furnished to the appellate court.
2. Lazarus Industries could not be held liable for breach-of-contract damages because Skyline Centro failed to establish the damages element of its claim, as found by the jury.
3. The court could not impose joint and several liability on Lazarus Industries because Skyline Centro did not allege that Lazarus Industries induced Lazarus Construction Corp.'s breach, the court did not submit an induced-breach theory to the jury, and no other rationale supported joint and several liability.

KEY QUOTATIONS

“must be deemed taken from the judgment inasmuch as the appeal is timely, no prejudice has resulted, and the judgment has been furnished to us” (at 1563)

FACTUAL BACKGROUND

Skyline Centro, LLC asserted contractual claims against Lazarus Construction Corp. and Lazarus Industries, LLC arising from a construction contract. The jury found that Lazarus Construction Corp. breached the contract and caused damages, while finding that Lazarus Industries breached the contract but caused Skyline Centro no damages. Supreme Court nevertheless entered judgment against Lazarus Industries jointly and severally with Lazarus Construction Corp.

PROCEDURAL HISTORY

Lazarus Construction Corp. commenced a breach-of-contract action against Skyline Centro, LLC, which counterclaimed and asserted a breach-of-contract claim against third-party defendant Lazarus Industries, LLC. After trial, the jury found that both Lazarus Construction Corp. and Lazarus Industries breached contractual obligations, but found that Skyline Centro sustained no damages from Lazarus Industries' breach. Despite that verdict, Supreme Court entered judgment imposing joint and several liability on Lazarus Industries and Lazarus Construction Corp. The Appellate Division deemed the appeal from the subsumed order to be an appeal from the timely entered judgment, modified the judgment, and affirmed it as modified.

DISPOSITION

other

CASES CITED

- Counsel Fin. II LLC v. Bortnick (appeal No. 2), 214 AD3d 1388, 1389 (4th Dept. 2023)
- LPCiminelli, Inc. v. JPW Structural Contr., Inc., 217 AD3d 1380, 1380 (4th Dept. 2023)
- Matter of Aho, 39 NY2d 241, 248 (1976)
- Tomaselli v. Malagese, 242 AD3d 1562, 1563 (4th Dept. 2025)
- Marinaccio v. Town of Clarence, 215 AD3d 1289, 1290 (4th Dept. 2023)
- Howlett Farms, Inc. v. Fessner, 78 AD3d 1681, 1683 (4th Dept. 2010), lv denied 17 NY3d 710 (2011)
- On Time Constr., Inc. v. 329 E. 58, LLC, 216 AD3d 431, 433 (1st Dept. 2023)
- Hornstein v. Podwitz, 254 NY 443, 449 (1930)
- Perfectly Reliable Constr., Inc. v. 21 E. 26, LLC, 216 AD3d 580, 582 (1st Dept. 2023)

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