

SUPREME COURT OF THE STATE OF NEW YORK, APPELLATE DIVISION,
FIRST DEPARTMENT

Lam Pearl St. Hotel, LLC v. Anthony T. Rinaldi, LLC

2026 NY Slip Op 01163 (N.Y. Ct. App. 2026) · No. Case No. 2025-00704; Appeal No. 5993; Index No. 159507/21 · Decided March 3, 2026

SUMMARY

The Appellate Division, First Department modified an order granting the Rinaldi defendants summary judgment on their contractual indemnification claim against Main Electrical Services. The court held that indemnification depended on whether Main Electrical's acts or omissions contributed to the claimed losses, rather than on a negligence trigger, and upheld conditional indemnification pending proof regarding the parties' negligence.

CASE DETAILS

COURT	Supreme Court of the State of New York, Appellate Division, First Department
WRITING FOR THE COURT	Webber, J.P.; Shulman, J.; Higgitt, J.; Rosado, J.; Hagler, J.
JURISDICTION	New York Supreme Court, Appellate Division, First Department
DECIDED	March 3, 2026
DOCKET	Case No. 2025-00704; Appeal No. 5993; Index No. 159507/21
DISPOSITION	other
PROCEDURAL POSTURE	Appeal from an order of Supreme Court, New York County, granting the Rinaldi defendants summary judgment on their contractual indemnification claim against Main Electrical, conditioned on a finding of negligence against Main Electrical.
STANDARD OF REVIEW	Summary judgment was reviewed as a matter of law; the order was modified on the law.
PRECEDENTIAL VALUE	Published opinion of the New York Supreme Court, Appellate Division, First Department.
PARTIES	Anthony T. Rinaldi, LLC, The Rinaldi Group, LLC v. Lam Pearl Street Hotel, LLC, Endurance American Insurance Company, as subrogee of Lam Pearl Street Hotel, LLC, Real Hospitality Group, LLC, Main Electrical Services, Inc.

TOPICS

construction law

contracts

commercial litigation

appellate procedure

standard of review

PRACTICE AREAS

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QUESTIONS PRESENTED

1. Whether the subcontract's contractual indemnification provision required proof of negligence before the Rinaldi defendants could obtain indemnification from Main Electrical.
2. Whether conditional contractual indemnification was appropriate where Main Electrical's acts or omissions contributed to the claimed property losses but the Rinaldi defendants had not yet established that they were entirely free from negligence.

HOLDINGS

1. The indemnification provision did not contain a negligence trigger. Because it required only that Main Electrical's acts or omissions in performing its work contributed to the losses, indemnification may be enforced upon that lesser showing, regardless of whether the losses were caused in part by an indemnitee.
2. Conditional contractual indemnification was appropriate because the Rinaldi defendants had not yet established that they were entirely free from negligence in causing the alleged losses, even though Main Electrical's acts or omissions contributed to those losses.

KEY QUOTATIONS

*"The right to contractual indemnification depends upon the specific language of the contract" (*1)*

*"Main Electrical is obligated to indemnify the Rinaldi defendants for its acts or omissions that contributed to the property losses alleged, which is a lesser showing than if the indemnification language required 'negligent acts or omissions.'" (*1)*

FACTUAL BACKGROUND

Main Electrical Services, Inc. was a subcontractor working on a construction project involving the building's fire sprinkler system. Its subcontract required it to indemnify the general contractor, the Rinaldi defendants, for losses arising in connection with Main Electrical's work when its acts or omissions contributed to those losses. The alleged property losses were uncontestedly caused in part, and possibly primarily, by actions or omissions of Main Electrical's employees.

PROCEDURAL HISTORY

Supreme Court granted the Rinaldi defendants' motion for summary judgment on their contractual indemnification claim against Main Electrical, conditioning indemnification on proof of negligence. The

Appellate Division unanimously modified the order to provide that indemnification depends on proof that Main Electrical's acts or omissions in performing its work contributed to the claimed losses, and otherwise affirmed.

DISPOSITION

other

CASES CITED

- *Pena v Intergate Manhattan LLC*, 234 AD3d 618 [1st Dept 2025]
- *Ging v F.J. Sciame Constr. Co., Inc.*, 193 AD3d 415, 417-418 [1st Dept 2021]
- *Antoniak v P.S. Marcato El. Co., Inc.*, 144 AD3d 407, 408 [1st Dept 2016]

OPINION

PER CURIAM.

Lam Pearl St. Hotel, LLC v Anthony T. Rinaldi, LLC (2026 NY Slip Op 01163) *Lam Pearl St. Hotel, LLC v Anthony T. Rinaldi, LLC* 2026 NY Slip Op 01163 Decided on March 03, 2026 Appellate Division, First Department Published by New York State Law Reporting Bureau pursuant to Judiciary Law § 431. This opinion is uncorrected and subject to revision before publication in the Official Reports.

Decided and Entered: March 03, 2026 Before: Webber, J.P., Shulman, Higgitt, Rosado, Hagler, JJ. Index No. 159507/21|Appeal No. 5993|Case No. 2025-00704| [*1]*Lam Pearl Street Hotel, LLC*, et al., Plaintiffs-Respondents, v *Anthony T. Rinaldi, LLC*, et al., Defendants-Appellants, *Main Electrical Services, Inc.*, Defendant-Respondent. *Milber Makris Plousadis & Seiden, LLP*, Purchase (Todd S. Shaw of counsel), for appellants.

Sheps Law Group, PC, Huntington (Robert C. Sheps of counsel), and *Denenberg Tuffley PLLC*, Southfield, MI (Erin J. Rodenhouse of the bar of the State of Michigan, admitted pro hac vice, of counsel), for *Lam Pearl Street Hotel, LLC*, *Endurance American Insurance Company*, as subrogee of *Lam Pearl Street Hotel, LLC*, and *Real Hospitality Group, LLC*, respondents. *Wilson Elser Moskowitz Edelman & Dicker LLP*, New York (Larry H. Lum of counsel), for *Main Electrical Services, Inc.*, respondent.

Order, Supreme Court, New York County (Mary V. Rosado, J.), entered on or about January 16, 2025, which, to the extent appealed from as limited by the briefs, granted the motion of defendants *Anthony T. Rinaldi, LLC* and the *Rinaldi Group, LLC* (Rinaldi defendants) for summary judgment on their contractual indemnification claim against defendant *Main Electrical Services, Inc.* conditioned on a finding of negligence against *Main Electrical*, unanimously modified, on the law, to the extent of making contractual indemnification conditioned on proof demonstrating that *Main*

Electrical's acts or omissions in the performance of its work contributed to the losses claimed, and otherwise affirmed, without costs.

The right to contractual indemnification depends upon the specific language of the contract (*Pena v Intergate Manhattan LLC*, 234 AD3d 618 [1st Dept 2025]; *Ging v F.J. Sciame Constr. Co., Inc.*, 193 AD3d 415, 417-418 [1st Dept 2021]).

Here, defendant subcontractor Main Electrical agreed to indemnify the Rinaldi defendants, as the general contractor on the construction project, for any and all losses arising in connection with Main Electrical's work, provided Main Electrical's "acts or omissions" in the performance of such work "contributed to" such losses. Such indemnification obligation would be enforceable regardless of whether or not the losses were caused in part by an indemnitee.

The indemnification provision did not contain a negligence trigger. It is uncontested that the property losses alleged by plaintiffs were caused in part, if not primarily attributable to, the actions and omissions of Main Electrical's employees as they worked on the building's fire sprinkler system. Main Electrical is obligated to indemnify the Rinaldi defendants for its acts or omissions that contributed to the property losses alleged, which is a lesser showing than if the indemnification language required "negligent acts or omissions."

To the extent the Rinaldi defendants have yet to establish that they are entirely free from negligence in the cause of any losses alleged, conditional contractual indemnification is appropriate (see *Antoniak v P.S. Marcato El. Co., Inc.*, 144 AD3d 407, 408 [1st Dept 2016]).
THIS CONSTITUTES THE DECISION AND ORDER OF THE SUPREME COURT,
APPELLATE DIVISION, FIRST DEPARTMENT.

ENTERED: March 3, 2026