

SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. LYNN R. KOTLER, J.S.C.

PART 8
DECISION/ORDER
INDEX NO. 159999/16

1414 HOLDINGS, LLC

MOT. DATE

- v -

MOT. SEQ. NO. 001

SPRINGLINE 1414, LLC

The following papers were read on this motion to/for compel
Notice of Motion/Petition/O.S.C. — Affidavits — Exhibits
Notice of Cross-Motion/Answering Affidavits — Exhibits
Replying Affidavits

Petitioner 1414 Holdings, LLC (1414) moves for an order requiring Respondent Springline 1414, LLC (Springline) to deliver a legally sufficient itemized statement of its lien filed on September 1, 2016 in the amount of \$1,520,855.72 and identify the costs of labor and materials that form the basis of the lien. Further, petitioner seeks an order vacating the mechanic's lien "if such statement not be served." Respondent Springline 1414, LLC opposes the Order to Show Cause. The court's decision follows.

Petitioner is the owner of 1414 Avenue of the Americas, New York, New York and hired Springline as a construction manager to supervise and coordinate the construction project. The parties entered into a Construction Management Agreement dated December 1, 2012 to memorialize the scope of work and services. Springline field a lien against the property on September 1, 2016. 1414 Holdings demanded an itemized statement of line pursuant to Lien Law Sec. 38. Springline requested an extension and 1414 Holdings agreed to allow Springline until November 4, 2016 to respond. On November 11, 2016, Springline submitted its response. Three days later, 1414 notified Springline that its initial response was insufficient. Springline supplemented its response and again 1414 reiterated that the supplemental response was insufficient.

1414 argues that the "summary listing provided by Springline is not sufficient" under the applicable case law to support the lien that Springline filed against the real estate project. 1414 further contends that the insufficiencies relate to the lack of specificity to both labor and material which Springline has asserted its lien. Springline disagrees and claims that it provided 1414 with an itemized statement of the lien as well as backup documentation and is therefore in full compliance with Lien Law Section 38. Springline argues that it has "complied with Lien Law Section 38 because the Verified Itemized Statement of Lien and supporting documents provide "the items of labor and/or material and the value thereof which make up the amount for which" Springline claims a lien, as required by Lien Law Section 38".

Dated: 6/5/18

HON. LYNN R. KOTLER, J.S.C.

- 1. Check one: [X] CASE DISPOSED [] NON-FINAL DISPOSITION
2. Check as appropriate: Motion is [] GRANTED [X] DENIED [] GRANTED IN PART [] OTHER
3. Check if appropriate: [] SETTLE ORDER [] SUBMIT ORDER [] DO NOT POST [] FIDUCIARY APPOINTMENT [] REFERENCE

Lien Law Section 38 provides in pertinent part: A lienor who has filed a notice of lien shall, on demand in writing, deliver to the owner or contractor making such demand a statement in writing which shall set forth the items of labor and/or materials and the value thereof which make up the amount for which he claims a lien, and which shall also set forth the terms of the contract under which such items were furnished . . . [I]f the lienor delivers an insufficient statement, the person aggrieved may petition the supreme court of this state . . . for an order directing the lienor with a time specified in the order to deliver to the petitioner the statement required by this section . . . In case the lienor fails to comply with the order so made within the time specified, then upon five days' notice to the lienor . . . the court or a justice or judge thereof may make an order canceling the lien.

"While that language appears to confer an unrestricted right to an itemization of labor and materials, such is not the case. Itemization is instead required only when it is necessary to apprise the owner of the details of the lienor's claim" (*F.J.C. Cavo Constr. v Robinson*, 81 AD2d 1005, 1005, 440 NYS2d 106 [1981]). "The bare specification of a certain sum for labor and another sum for material listed under a general description of the work provided will not suffice" (*819 Sixth Ave. Corp. v. T. & A. Associates, Inc.*, 24 A.D.2d 446, 260 N.Y.S.2d 984 [1st Dept. 1965]). Rather, the statement should set forth the description, quantity and costs. of various kinds of materials and the details as to the nature of labor, time spent hourly or other rate of the labor charges," "in order to enable the petitioner to check the claim" (id.)

Here, Springline has sufficiently detailed the basis for its mechanics lien. It not only provided the requisition numbers but also the documents to support the amounts claimed. An initial review of the "Springline 1414 LLC Verified Itemized Statement of Lien, Open Balance Summary" reveal the categorization of the following breakdown: requisition number, requisition period, Springline payroll, contract services, miscellaneous expenses, site safety, tele-comm, progress photos, final cleaning, project signs, postage, field office equipment and supply, tools and equipment, fee and open balances by req. In addition, Springline provided the requisition invoices and supporting documentation corresponding to those requisition invoices that contain the requisition date and reimbursable details that correspond to the above categories. Petitioner's only argument is that respondent has not provided a "legally sufficient itemized statement". This is a conclusory statement and petitioner has not stated with specificity what it finds lacking from the invoices.

Respondent has provided supporting documents for the charges and has provided more than a sum certain for both labor and materials. Accordingly, the motion is denied.

Inasmuch as the petition seeks the same relief as the motion, the court's decision on the latter fully disposes of the former. Accordingly, the petition is dismissed.

CONCLUSION

In accordance herewith, it is hereby

ORDERED that the motion is denied; and it is further

ORDERED that the petition is dismissed.

Any requested relief not expressly addressed herein has nonetheless been considered and is hereby expressly denied and this constitutes the Decision and Order of the court.

Dated:

6/5/18
New York, New York

So Ordered:



Hon. Lynn R. Kotler, J.S.C.