KAUFMAN | DOLOWICH

Mansfield Rule Certified 2022-2023

Jorja Carr-Knecht

Attorney

Overview

Jorja Carr-Knecht focuses her practice on the defense of complex general liability matters including construction accidents alleging negligence and violations of New York Labor Law §§ 200, 240 and 241(6) claims, motor vehicle, vertical transportation, premises liability and property damage.

For over ten years, she has protected clients in every aspect of civil litigation. She has briefed and argued appeals in both the First Department and Second Department of the New York State Supreme Court, Appellate Division. Ms. Carr-Knecht routinely represents clients in high-exposure matters and is particularly adept at identifying risk transfer opportunities through indemnification and insurance contract provisions in construction, commercial, and residential matters. She also has significant experience in catastrophic and wrongful death matters.

Ms. Carr-Knecht's background includes working as in-house counsel for a major insurance company and interning at the Suffolk County District Attorney's Office. During law school, Ms. Carr-Knecht was named best speaker at the elite Thomas Tang Moot Court Competition, and she served on the school's nationally ranked Moot Court Board honor society.

Admissions

- *New York*

Education

- *Florida Coastal School of Law - J.D.*
- *Stony Brook University - B.A., Political Science*

Experience

NOTABLE FAVORABLE OUTCOMES

- *Laura Leigh Carroll v. The Actors Workshop Long Island LLC, Supreme Court, Nassau County – represented The Actors Workshop, an acting school, in a premises liability case. Plaintiff, a then 59-year-old actress with 12 years of professional experience, sustained physical injuries while enrolled in the client's adult-only class. Plaintiff alleged that the client failed to supervise and instruct her scene partner with respect to a "prat fall" written into the stage directions. Following the completion of party depositions, as well as two (2) non-party depositions, Ms. Carr-Knecht filed a summary judgment motion arguing that Plaintiff's conduct was the sole proximate cause of her injury.*

Contact Information

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Related Practices

- *General Liability Defense*
- *Automobile*
- *Property Damage and Construction Liability*
- *Construction Accidents*
- *Premises Liability*
- *Transportation*

Plaintiff opposed our motion with an expert affidavit, arguing that the client failed to conduct the class consistent with industry standards. In response, Ms. Carr-Knecht argued that Plaintiff's expert opinions were not supported by any empirical evidence, thus speculative at best. The Court dismissed Plaintiff's action holding that "adult students are capable of caring for themselves and making independent decisions [which] is an explicit recognition that in the absence of youth or the mental or physical incapacity of students, no special duty of care is imposed upon a school to shield adult students from the conduct of fellow pupils."

- *161 East 71st Street LLC v. Momentas, Inc., Supreme Court, New York County – represented general contractor Momentas Inc. Ms. Carr-Knecht's pre-answer motion to dismiss pursuant to CPLR 3211(a)(8) for failure to timely serve the Insureds with the Summons and Complaint granted. In our motion, Ms. Carr-Knecht argued that Plaintiff, who filed the Complaint one (1) day before the expiration of the three-year statute of limitations did not serve the Insureds within 120 days of their filing as required by CPLR 306(b). Instead, Plaintiffs served the Complaint 172 days after the filing and no request for an extension was made prior thereto. Plaintiffs argued that because there were existing cases related to the same incident giving rise to those meritorious actions, which were previously consolidated, there was no prejudice to defendants and an extension should be granted in the interest of justice. In granting our motion, the Court held that Plaintiffs were not entitled to an extension because they failed to "adequately explain the circumstances surrounding their lack of diligence in timely serving the Summons and Complaint." The Court further held that even assuming the claims were meritorious, "that factor [did] not outweigh the lack of diligence in effectuating timely service."*
- *Jean-Charles, Ronald v West 146th Street L.P., Supreme Court, New York County - Ms. Carr-Knecht obtained tender acceptance on behalf of a commercial building owner client in a premises liability action pending in Supreme Court, New York County. Plaintiff alleged that he was injured due to a negligently maintained glass showcase inside a store leased to a retail vendor. The glass showcase was alleged to be a permanent fixture within the store that existed prior to the current occupancy. However, the terms of the retail lease stated that the premises was accepted "as is" and that the tenant assumed all maintenance responsibilities. In addition, the building owner was not a signatory to the retail store lease agreement and was only identified therein as the "Superior Landlord". We tendered defense and indemnification/additional insured status to the retail tenant's carrier with proofs of the master lease agreement, the retail lease, and the deed to the premises. Based on the documentary proof submitted, we were able to convince the retail store's insurer to accept our tender, without any reservation of rights, within four (4) months of answering the Complaint.*
- *Merrimack Mutual Fire Insurance Company, a/s/o Kim v. Custom Homes Inc., et al, Supreme Court, Nassau County - Ms. Carr-Knecht secured a voluntary discontinuance, with prejudice, of a professional liability third-party action against her insurance broker client. Third-Party Plaintiff, a demolition company, alleged that the client failed to procure proper insurance when the demolition company's insurance company denied coverage based on a five-borough exclusion. As the demolition company had performed work in Queens, it appeared on its face that the denial was proper. However, a comprehensive analysis of the complex commercial policy revealed that work performed within the classifications in the policy declarations were not subject to the exclusion. Ultimately, when presented with Ms. Carr-Knecht's analysis of the policy, the demolition company's insurance carrier rescinded its denial and stepped in to defend and indemnify the Third-Party Plaintiff in the underlying action. The Third-Party Complaint against our client was immediately discontinued.*
- *Papula v. County of Saratoga, Supreme Court, County of Saratoga – represented the County in a catastrophic motor vehicle accident matter. The plaintiff commenced a personal injury action for severe injuries sustained in a 2017 two-car collision at an intersection in Saratoga County. Plaintiff also commenced a wrongful death action on behalf of her husband who died in the same accident. In the consolidated actions, Plaintiff alleged that the municipal client was liable under the theory of negligent design/maintenance of the subject intersection. Plaintiff also argued that the client failed to install a traffic light despite multiple requests from the residents to do so given the alleged increase in population/traffic volume and prior complaints of excessive*

speeding through the intersection. Ms. Carr-Knecht retained an accident reconstructionist who was expected to testify that the Stop Signs in the intersection were within requisite traffic guidelines, speeding did not contribute to the subject accident, and finally, that the accident was the sole proximate cause of another motorist who admitted at deposition that she did not come to a complete stop at the Stop Sign. Considering the potential exposure and sympathy, during the course of discovery Ms. Carr-Knecht engaged plaintiff in settlement discussions. Ultimately, the case settled for $40,000, well below the projected multi-million-dollar value of damages.

- *McGinness v. Ironwood Construction, Supreme Court, Suffolk County – represented Ironwood Construction, in a labor law 200/241 matter. Plaintiff argued that our client, the sole defendant, was the general contractor of a new residential waterfront home in the Hamptons. We commenced two third-party actions to implead the residential owner and a subcontractor. Throughout the course of discovery, Ms. Carr-Knecht sought to establish that the homeowner exception to a Section 240 claim did not apply because the homeowner was a sophisticated real estate developer who retained a significant amount of control over the project. With respect to the subcontractor, even though there was no written agreement, Ms. Carr-Knecht established that it procured insurance for the benefit of our client solely for the project based upon estimates and communications immediately before the project started. While dispositive motions were pending, Ms. Carr-Knecht successfully obtained the subcontractor's carrier's agreement to provide additional insured coverage (defense and indemnity) and the case was settled with no contribution from the client.*
- *Delgado v. Montauk Properties, Supreme Court, Suffolk County – represented shopping center in trip and fall accident. Plaintiff alleged that he was injured in a trip and fall accident on the sidewalk in front of tenant's store. According to the lease agreement, the tenant was obligated to name the Insured Landlord as an additional insured for any liability occurring on or about the subject "[p]remises and any appurtenances thereto." Throughout the lease, the sidewalk in front of the store was repeatedly referred to as an appurtenance, for which the tenant was responsible to repair and maintain. However, at the time the lawsuit was commenced, the lease had long expired and there was no renewal agreement. At the co-defendant's deposition, Ms. Carr-Knecht elicited testimony that notwithstanding its expiration, it was co-defendant's understanding their tenancy was governed by the expired lease, that they never attempted to renegotiate the lease terms, and that they were aware that the sidewalk was their responsibility. Our client testified that they never received any notice or complaint of a defect in the sidewalk and never repaired the sidewalk during co-defendant's occupancy. Based on the foregoing testimony, Ms. Carr-Knecht tendered to co-defendant's carrier and it was accepted shortly thereafter without reservation.*