



Vincent P. Pozzuto

Member

New York

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Vincent is an experienced civil litigator who defends corporations, property owners, general contractors, construction managers, and lower tier contractors in all types of casualty cases, including construction accidents, toxic torts, premises liability claims, product liability claims, construction defect claims, and ground surface accidents. His practice also includes insurance coverage analysis and litigation.

Vincent concentrates his practice on the defense of catastrophic injury claims and large exposure property damage claims. He also has experience representing corporate directors and officers and resolving complex claims through both litigation and alternative dispute resolution. He handles the defense of civil cases from inception through trial. He is also well versed in briefing and arguing appeals.

Vincent also litigates professional liability claims, including employment discrimination claims, legal malpractice claims, insurance broker malpractice claims, and the defense of securities arbitrations.

Vincent frequently lectures on topics that affect his practice area. He is the past president of the board of directors of the Defense Association of New York and contributes a quarterly article entitled "Worthy of Note" to *The Defendant* magazine, the well-respected publication of the Defense Association of New York. Vincent is also a member of the Executive Committee of the Torts and Insurance Compensation Law Section of the New York State Bar Association.

Vincent earned his undergraduate degree from Fordham University in 1992 and his law degree from Brooklyn Law School in 1995. He is admitted to practice in New York and New Jersey.

Experience

Obtained a jury verdict in favor of a manufacturer of truck seats in a products liability action in which the client was joined as a third-party defendant. The case centered on career-ending injuries a truck driver claimed to have sustained due to allegedly defective welds in the seat frame, which caused the seat to collapse. The matter went to trial on claims of manufacturing defect and negligence after we won summary judgment before the New York State Supreme Court Appellate Division on claims of breach of warranty and design defect. We convinced the jury that our client bore no fault for the plaintiff's injuries because the seat had been modified by his employer years after its manufacture. The plaintiff sought \$500,000 in lost earnings as well as damages for pain and suffering.

Won summary judgment at the appellate level on behalf of a Fortune 500 company in a personal injury case by showing that the plaintiffs failed to raise a triable issue as to whether the client created the alleged dangerous condition on its premises, or had actual or constructive knowledge thereof.

Successfully appealed the trial court's denial of summary judgment in a case in which the plaintiff was severely burned when the blouse she was wearing caught fire. On appeal, we convinced the court that the claims against the alleged blouse manufacturer should be dismissed because the plaintiff failed to establish product identification.

Won summary judgment on behalf of a construction industry client in a case centering on the plaintiff's allegations that exposure to toxins at work caused him to suffer significant health problems. In granting

Practice Areas

- Construction Law
- Product Liability
- Professional Liability

Industry Sectors

- Insurance
- Real Estate & Construction

Education

- Brooklyn Law School, J.D., 1995
- Fordham University, B.A., 1992

Bar Admissions

- New Jersey
- New York

Court Admissions

- U.S. District Court -- Eastern District of New York
- U.S. District Court -- Southern District of New York
- U.S. District Court -- New Jersey

Affiliations

- American Bar Association
- Defense Association of New York
- New York State Bar Association

Awards & Honors

- President, Defense Association of New York

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our motion for summary judgment, the court concluded that our client did not have notice of an unsafe environment or dangerous conditions at the site where the plaintiff worked. The decision was affirmed on appeal.

Defeated plaintiff's motion for summary judgment in connection with claims brought against a construction industry client under Section 240 of the New York State Labor Law after the plaintiff fell from a ladder at work, where the plaintiff acknowledged that he had not used the ladder properly.

Successfully represented various clients in numerous jury trials involving claims made under New York Labor Law Sections 200, 240, and 241(6).

Won summary judgment on behalf of numerous clients in cases involving issues such as the New York Labor Law, premises liability, the "grave injury" standard for employer liability in work site accident cases, contractual indemnity, and general negligence.

Defended a well-known client in connection with 12 civil actions arising out of a highly publicized incident that garnered extensive media attention.

Obtained a jury verdict in favor of a Turks & Caicos resort in a personal injury case stemming from a slip-and-fall that the plaintiff alleged resulted in a severe knee injury. The case was tried in Brooklyn, NY, and the jury returned a full defense verdict after deliberating for only approximately 30 minutes.

Secured an appellate victory in New York state court on behalf of our client, a trucking company, in a personal injury case centered on a motor vehicle accident. The appellate court found that the record established as a matter of law that the client was not at fault for the accident, and that the lower court should have granted our motion for summary judgment and dismissed the complaint.

Won summary judgment on behalf of a construction manager as defendant in a breach of contract action centering on allegations that window leaks and improperly installed insulation compelled the plaintiff to give \$1.4 million in rent credits to a tenant and to reconstruct a wall of the 89,000 sq. ft. building at issue. The client repaired the minor leaks, and discovery revealed that the lease did not require that rent credits be given and that the client was not given an opportunity to inspect the allegedly faulty insulation before the wall was reconstructed. Discovery further revealed that the tenant had been in arrears from the inception of its lease, leading us to argue that the plaintiff issued the credits in an effort to recoup the arrearage from the client. In granting summary judgment in the client's favor, the court found that that the lease did not require the rent credits to be given, and thus they were a nonrecoverable voluntary payment; that the insulation claim was made outside of the warranty period of the construction contract; and that the plaintiff spoliated the insulation evidence, thus precluding the claim for replacing the insulation.