

**Lemberg v Jones Lang LaSalle Ams., Inc.**

2026 NY Slip Op 30010(U)

January 2, 2026

Supreme Court, New York County

Docket Number: Index No. 157622/2019

Judge: Paul A. Goetz

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This opinion is uncorrected and not selected for official publication.

SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. PAUL A. GOETZ PART 47

Justice

-----X

LYUBOV LEMBERG, USHER LEMBERG,

Plaintiff,

- v -

JONES LANG LASALLE AMERICAS, INC., J.P. MORGAN CHASE & COMPANY, CHASE BANK USA, WEDGWOOD TENANTS CORP.,

Defendants.

-----X

J.P. MORGAN CHASE & COMPANY, CHASE BANK USA

Plaintiff,

-against-

Defendant.

-----X

INDEX NO. 157622/2019

07/23/2025,

07/23/2025,

MOTION DATE 07/23/2025

MOTION SEQ. NO. 005 006 007

DECISION + ORDER ON MOTION

Third-Party Index No. 595695/2020

The following e-filed documents, listed by NYSCEF document number (Motion 005) 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 292, 297, 299, 306, 315, 316, 317, 318, 319, 320, 323, 324, 325

were read on this motion to/for JUDGMENT - SUMMARY .

The following e-filed documents, listed by NYSCEF document number (Motion 006) 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 290, 291, 294, 298, 301, 302, 303, 304, 305, 308, 310, 311, 312, 313, 314, 322, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336

were read on this motion to/for SUMMARY JUDGMENT(AFTER JOINDER .

The following e-filed documents, listed by NYSCEF document number (Motion 007) 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 293, 295, 296, 300, 307, 309, 321, 326

were read on this motion to/for JUDGMENT - SUMMARY .

Upon the foregoing documents, it is

ORDERED that the portion of defendant, JONES LANG LASALLE AMERICAS, INC.'s, ("JLLA") motion (MS #5)<sup>1</sup> for summary judgment pursuant to CPLR § 3212 to dismiss the complaint as asserted against it is granted, as plaintiff has failed to establish any exception to the general rule that "a contractual obligation, standing alone, will generally not give rise to tort liability in favor of a third party" (*Domaszowec v Residential Mgt. Group LLC*, 135 AD3d 572, 574 [1st Dept 2016]) and while plaintiff argues that, through the Master Services Agreement with JP Morgan Chase & Company, and Chase Bank USA (collectively "JP Morgan Chase defendants") (NYSCEF Doc No 318), that JLLA "entirely displaced the other party's duty to maintain the premises safely," (*Espinal v Melville Snow Contractors, Inc.*, 98 NY2d 136, 140 [2002]), thus creating an exception to the general rule regarding liability towards third parties, considering that JLLA employees would visit the location 4-6 times per year to perform inspections (NYSCEF Doc No 220 at 20:23 – 21:6), and otherwise JP Morgan employees would report maintenance issues by submitting tickets to be addressed by JLLA (NYSCEF Doc No 216 at 52:17 – 52:23), JLLA did not entirely displace the duty to maintain the premises safely (*see Lopez v Limpiex Cleaning Services, Inc.*, 199 AD3d 418 [1st Dept 2021]), and further, contrary to plaintiff's argument they fail to submit evidence which establishes that JLL is not a separate and independent identity from JP Morgan Chase defendants (*see Washington v Jay St. Dev. Corp.*, 215 AD3d 717 [2d Dept 2023]), and therefore JLLA did not owe a duty to plaintiff; and it is further

ORDERED that the portion of the JP Morgan Chase defendants' motion (MS #6) for summary judgment pursuant to CPLR § 3212 which seeks to dismiss the complaint as asserted

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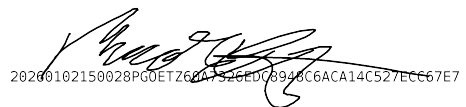
<sup>1</sup> As a preliminary matter, while plaintiff argues that the motions should be deemed untimely because it was impermissible for the court to extend the deadline for filing dispositive motions (NYSCEF Doc No 190), "[p]ursuant to CPLR 3212(a), courts have considerable discretion to fix a deadline for filing summary judgment motions" (*Gomez v Tilden Estates, LLC*, 241 AD3d 791, 792 [2d Dept 2025]).

against it is granted because the alleged defect which plaintiff alleges caused her injuries is trivial as a matter of law as defendants submit an expert witness report, find that the height differential between metal trim and the carpet that allegedly caused plaintiff's fall was between 1/16<sup>th</sup> and 1/4 of an inch which is *de minimis* (see *Atkinson v Key Real Estate Assoc., LLC*, 142 AD3d 871 [1st Dept 2016] [Height differential of 1/8 to 1/4 of an inch is trivial as a matter of law]; see also *Kehoe v City of New York*, 88 AD3d 655 [2d Dept 2011] ["In determining whether a defect is trivial as a matter of law, the court should consider the width, depth, elevation, irregularity and appearance of the defect along with the time, place and circumstance of the injury"]) and plaintiff's expert witness report does not raise a triable issue of fact that the height differential was not trivial (see NYSCEF Doc 279 [photos showing at most a 1/4 inch differential in height]; see also *Murray v City of New York*, 15 AD3d 636 [2d Dept 2005] [height differential up to 1/2 inch held trivial]); and it is further

ORDERED that the Second Third-Party Defendant's, ABM INDUSTRIES INC., ABM FACILITY SERVICES COMPANY and ABM JANITORIAL SERVICES – NORTHEAST, INC. (collectively "ABM")'s motion (MS #7) to dismiss the claims asserted against it by JLLA, and the cross-claims asserted against it by JP Morgan Chase defendants is granted as, pursuant to the above, neither JLLA or JP Morgan Chase defendants can be held liable for plaintiff's direct claims, and thus ABM cannot be held liable for the indemnification claims asserted against it (*San Andres v 1254 Sherman Ave. Corp.*, 94 AD3d 590 [1st Dept 2012]); and it is further

ORDERED that the portion of JLLA's motion (MS #5) seeking to dismiss the cross claims and counterclaims asserted against it by JP Morgan Chase defendants and by the ABM defendants, is granted in light of the dismissal of plaintiff's direct claims asserted against JLLA and JP Morgan Chase (*id.*); and it is further

ORDERED that the Clerk is directed to enter judgment in favor of defendants and as against plaintiff with costs and disbursements to defendants as taxed by the Clerk.

  
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<u>1/2/2026</u> DATE		<u>PAUL A. GOETZ, J.S.C.</u>
CHECK ONE:	<input checked="" type="checkbox"/> CASE DISPOSED	<input type="checkbox"/> NON-FINAL DISPOSITION
	<input checked="" type="checkbox"/> GRANTED <input type="checkbox"/> DENIED	<input type="checkbox"/> GRANTED IN PART <input type="checkbox"/> OTHER
APPLICATION:	<input type="checkbox"/> SETTLE ORDER	<input type="checkbox"/> SUBMIT ORDER
CHECK IF APPROPRIATE:	<input type="checkbox"/> INCLUDES TRANSFER/REASSIGN	<input type="checkbox"/> FIDUCIARY APPOINTMENT <input type="checkbox"/> REFERENCE