

Travelers Prop. Cas. Co. of Am. v Vema Group, LLC

2026 NY Slip Op 30488(U)

February 9, 2026

Supreme Court, New York County

Docket Number: Index No. 161411/2019

Judge: Arlene P. Bluth

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SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. ARLENE P. BLUTH PART 14

Justice

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THE TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA, AS SUBROGEE OF WESTSIDE RADIOLOGY ASSOCIATES PC, MID-ROCKLAND IMAGING PARTNERS INC., KEY EQUIPMENT FINANCE, A DIVISION KEY BANK NATIONAL ASSOCIATION,

Plaintiff,

- v -

VEMA GROUP, LLC, 1790 BROADWAY ASSOCIATES, LLC, GOODHOPE MANAGEMENT CORP., BROADWAY, IONIAN MANAGEMENT INC., NORDSTROM, INC., JONES LANG LASALLE AMERICAS, INC., LIBERTY CONTRACTING CORP., KETCHAM PUMP COMPANY, INC., FIRE SAFETY ALARMS, INC, LLC, CONTROLLED COMBUSTION CO., INC., JOHN DOES 1-3,

Defendants.

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1790 BROADWAY ASSOCIATES, LLC, GOODHOPE MANAGEMENT CORP.

Plaintiffs,

-against-

BROADWAY 57TH/58TH RETAIL INVESTOR, LLC, JT MAGEN & COMPANY, INC., LIBERTY CONTRACTING CORP., SAFWAY ATLANTIC, LLC, EXCALIBUR GROUP, LLC, JONES LANG LASALLE, INC., KETCHAM PUMP COMPANY, INC., FIRE SAFETY ALARMS, INC., CONTROLLED COMBUSTION CO., INC., JOHN DOE 1-10, (BEING FICTITIOUS ENTITIES)

Defendants.

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IONIAN MANAGEMENT INC.

Plaintiff,

-against-

GOODHOPE MANAGEMENT CORP.

INDEX NO. 161411/2019
MOTION DATE 01/29/2026
MOTION SEQ. NO. 015 016 017 018 019 020

DECISION + ORDER ON MOTION

Third-Party
Index No. 596092/2020

Second Third-Party
Index No. 595912/2022

Defendant.

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The following e-filed documents, listed by NYSCEF document number (Motion 015) 532, 533, 534, 535, 536, 537, 538, 539, 579, 580

were read on this motion to/for SUMMARY JUDGMENT

The following e-filed documents, listed by NYSCEF document number (Motion 016) 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 703, 710, 711, 716, 717, 718, 726, 740, 741

were read on this motion to/for DISMISSAL

The following e-filed documents, listed by NYSCEF document number (Motion 017) 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576

were read on this motion to/for JUDGMENT - SUMMARY

The following e-filed documents, listed by NYSCEF document number (Motion 018) 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 704, 708, 709, 727, 728, 729, 731, 732, 734, 735, 738, 739

were read on this motion to/for JUDGMENT - SUMMARY

The following e-filed documents, listed by NYSCEF document number (Motion 019) 612, 613, 614, 705, 714, 715, 722, 723, 724, 730, 736, 737

were read on this motion to/for JUDGMENT - SUMMARY

The following e-filed documents, listed by NYSCEF document number (Motion 020) 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 707, 712, 713, 719, 720, 721, 725, 742, 743, 744, 745

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

Motion Sequence Numbers 015 through 020 are consolidated for disposition.

They are decided as described below.

Background

This subrogation action arises out of property damage sustained at a building located in Manhattan. Plaintiff provided insurance to its subrogors (tenants at the building) and seeks to

recover based on multiple water-related incidents that took place between December 30, 2017 and January 7, 2018 as well as a single water-related event that took place on July 2, 2018.

Defendant 1790 Broadway Associates, LLC (“1790”) owns the subject building.

MS015

In this motion, defendant CC Controlled Combustion Co. Inc. (“CC”) moves for summary judgment dismissing the claims against it. CC observes that in November 2017, it installed two new boilers and two sump pumps for maintenance of the boilers in the sub-cellar of the building in question. It argues that it did not cause or create the water damage at issue. CC points out that the party with whom it contracted, 1790, has already been dismissed from this case.

Plaintiff does not oppose this motion and attaches a stipulation of dismissal for this defendant (NYSCEF Doc. No. 579).

MS016

Third-party Defendant Safway Atlantic, LLC (“Safway”) moves for summary judgment dismissing the claims against it. Safway was responsible for the sidewalk bridge installation and later the scaffolding and the enclosure work at the job site. It claims it was not scheduled to be on-site on the date of the pipe bursts. Safway admits it was on site on the morning of January 3, 2018 but its witness was not aware of the any water or pipe-related occurrence that day. It maintains that it did not assume any responsibility to heat the premises or cause the conditions that led to the various water-related incidents. Safway contends that the issues seem to have

arisen from heat failures and so it cannot be held liable under any of the third-party claims. It stresses that plaintiff did not assert any claims against it.

In opposition, defendants J.T. Magen & Company (“JT Magen”), Nordstrom, Inc. (“Nordstrom”) Broadway 57th/58th Retail Investor, LLC (“Broadway”) and Jones Lang Lasalle Americas, Inc. (“JLL”) observe that plaintiff alleges multiple causes of the pipe bursts including turning off steam for heat to certain floors, creating holes and gaps in the façade and exterior walls so outside air could flow in, building a plywood shed around the exterior that did not completely prevent the inflow of cold air and failing to install temporary heat.

They argue that there are issues of fact concerning Safway’s possible contribution to the January 3, 2018 and January 7, 2018 water losses. These defendants contend that Safway may have created the condition by not ensuring that the plywood enclosure surrounding the building prevented cold air from entering the building.

Defendant Liberty Contracting Corp. (“Liberty”) opposes the motion and contends that Safway failed to seal or enclose work around holes in the building façade to prevent the cold air from infiltrating the property. Liberty contends that Safway has not proven it was free from negligence in plaintiff’s claimed damages.

In reply, Safway acknowledges that it was hired by JT Magen to install scaffolding at the property in connection with façade work related to Nordstrom’s future occupancy. It emphasizes that its contractual responsibilities were limited to the installation of exterior scaffolding and the exterior plywood enclosures. Safway emphasizes that it was not the party that made openings in the façade nor was it responsible for closing any such holes. It argues that it was the owner and general contractor’s responsibility to heat the property.

The Court grants Safway's motion for summary judgment based on the deposition testimony from JT Magen's witness. That witness for the general contractor contends that openings were made in the façade of the building by Liberty in order to let the pipes go through the scaffolding (NYSCEF Doc. No. 551 at 222-23). Mr. Connaughton, the witness, testified that Liberty was supervised by JT Magen for this work (*id.* at 223). He explained that "The condition is, you've got the openings in the façade. Then it has the scaffold ties that come through the façade and they're tied to the third floor structural steel" (*id.* at 225).

While Mr. Connaughton insisted that Safway put the pipes through these holes, he explained that it was JT Magen's laborers who were responsible for putting the insulation on the pipes (*id.* at 226-28). Moreover, this witness' colleagues received an email from JLL on behalf of the owner inquiring about minimal heat being run throughout the building on the weekends (*id.* at 238-40).

Based on this testimony and the record on this motion, the Court is unable to find that Safway could be liable as a matter of law. The parties opposing this motion did not point to any contract (*see* NYSCEF Doc. No. 544 [Safway proposals]) or witness testimony that shows Safway was tasked with performing any insulation of the pipes or heating the building. Rather, it seems that JT Magen was the party responsible for coordinating and, possibly, performing this pipe insulation work and its witness did not show that Safway failed to complete any task related to insulating or heating.

And, as will be discussed below, other parties clearly knew that the temperature was low in the building and they never tasked Safway with any obligation to remedy the issue. In other words, there is no suggestion in these papers that Safway did a bad job or failed to complete a task. It is therefore entitled to summary judgment.

MS017

In this motion defendant Vema Group LLC (“Vema”) moves for summary judgment dismissing the claims against it. It contends that after 5 years of litigation, plaintiff conceded that Vema had no responsibility and stipulated to discontinue the action against it.

No party filed any opposition within MS017 and so the motion is granted.

MS018

Defendants J.T. Magen & Company, Nordstrom, Inc., Broadway 57th/58th Retail Investor, LLC, and Jones Lang Lasalle Americas, Inc. (collectively “Moving Parties”) seek partial summary judgment in motion sequence 18 dismissing all claims arising out of the July 2, 2018 water loss and conditional summary judgment against Liberty and Safway on their contractual indemnification claim.

With respect to Liberty, Moving Parties contend that the pipe bursts between December 30, 2017 and January 7, 2018 were caused by removing heating equipment on the first and second floors and then creating holes and gaps in the façade and exterior walls where outside air could flow into these floors. They insist that Liberty was tasked with created 40 holes to allow for tie-backs in the scaffold on the Broadway and 58th Street sides. Moving Parties argue that the January 3, 2018 water event happened when a pipe burst about 30 feet from the area of a revolving door and that Liberty had removed the glass above the revolving door, which let the cold air in.

Moving Parties insist that Liberty was required to obtain insurance naming the Moving Parties as additional insureds. They contend that although Liberty contends it obtained a policy, it never provided the insurance policy information to satisfy the requirement that the Moving

Parties be named as additional insureds on an umbrella policy with limits \$5 million and \$5 million aggregate.

The Moving Parties argue that the July 2, 2018 water loss happened when a building employee left open a valve while draining a water riser. Plaintiffs' consent to the dismissal of these claims concerning only that July 2018 water loss (NYSCEF Doc. No. 708 ¶ 6).

In opposition, Liberty argues that there are several material issues of fact that should compel the Court to deny this motion. It insists that Moving Parties are responsible for the freezing of the pipes because they were told by agents of the building owner about concern for the freezing temperatures and the pipes. Liberty maintains that there was a lack of ordinary care by Moving Parties.

Safway contends that the written work proposal and purchase order do not require any heating or insulation of the pipe.

The Court grants the motion with respect to Moving Parties' demand for summary judgment concerning the July 2018 water loss and denies the remaining branches of the motion. As the Court has already granted summary judgment in favor of Safway, these claims are moot.

The Court denies the branches of the motion that seek relief against Liberty as there are clearly issues of fact concerning who was responsible for ensuring that the building was properly heated and that the pipes were insulated. As noted above, JT Magen's witness claimed that it was JT Magen's laborers who were responsible for insulating the pipes. And a witness from Nordstrom recalled that he "vaguely" remembered an issue with the pipes freezing and that "I remember JLL pursuing the conversation with the landlord and J.T. Magen" (NYSCEF Doc. No. 609 at 54-55). In other words, Liberty raised a material issue of fact that it was not responsible

for heating or weatherproofing at the site and that it did not receive any complaints about its work. Liberty also submitted proof that it obtained an excess insurance policy.

Although it is clear that Liberty did not obtain enough excess coverage (it did not get the \$5 million as required), that point is moot as the Court is dismissing the claims against Liberty as discussed below in Liberty's own affirmative motion for summary judgment.

MS019

Ionian Management, Inc. ("Ionian") moves for summary judgment dismissing the claims against it and in its favor on the second third-party action it filed against second third-party defendant Goodhope Management Corp. ("Goodhope"). Ionian also seeks sanctions.

Ionian says it was a "sub-agent" to Goodhope, the building's actual manager, and so it cannot be held liable for any of plaintiff's causes of action. It observes that plaintiff discontinued its affirmative claims against Ionian as have many other parties. Ionian maintains that for some reason, Liberty and Controlled Combustion continue to pursue their claims against it. It argues that it had no responsibility to maintain heat in that premises and that Nordstrom was tasked with that job. Ionian cites to its agreement with Goodhope and contends that none of the services it was supposed to provide had any connection to the heat.

In opposition, Goodhope joins in Ionian's claim that neither it nor Ionian were responsible for any of the alleged defects in the property. It argues that if the Court finds that Ionian was negligent, that negligence was due to Ionian's own actions and so it cannot be held responsible.

Controlled Combustion, CC, also submits opposition in which it points out that it entered into a stipulation of partial discontinuance with Ionian dated September 3, 2025. It insists there is

no basis for sanctions and that the moving papers suggests such a request will be withdrawn if the case between these two parties is discontinued.

Liberty claims in its opposition that there are issues of fact regarding whether Ionian played a role in the freezing pipes. It stresses that Ionian's witness was emailed meeting minutes from November 30, 2017 that mention there was no heat at the property and that someone should address the issue.

The Court grants Ionian's motion to the extent that all remaining claims against it are severed and dismissed. Ionian established that its limited management role for the property had nothing to do with ensuring that there was heat in the building. That it may have received meeting minutes discussing the issue does not raise an issue of fact that it had a responsibility to monitor the heat or hire someone to fix the issue.

The Court denies the branch of the motion that seeks sanctions. Simply because Ionian successfully moved for summary judgment does not mean that Liberty engaged in conduct sufficient to warrant the imposition of sanctions.

MS020

Liberty moves for summary judgment in this motion. It insists that its scope of work had nothing to do with heat and that it did not create the condition that caused the pipes to freeze. Liberty maintains it had no role in the July 2018 water incident as it was not contracted to do any work related to that accident.

In opposition, the Moving Parties (referenced above) contend that the holes in the façade made by Liberty were not effectively weatherproofed and that allowed the infiltration of the cold

air, which caused the pipes to freeze and burst. They reference the fact that Liberty removed a glass above a revolving door by an entrance and that this removal happened about 30 feet from where one of the pipes burst.

The Court grants Liberty's motion for several reasons. As an initial matter, there is no reference by the Moving Parties to any document showing that Liberty had an obligation to heat the building, to insulate the pipes, or to do anything related to ensuring that there was a proper temperature in the building. Moving Parties assert in opposition to this motion that "a reasonable jury could find that Liberty should have sealed up the scaffold holes on the second floor in the event regardless of whether JT Magen's laborers were obligated to do so because failing to do so would expose, cause, or create a dangerous condition" (NYSCEF Doc. No. 720 at 7).

The Court is unable to find that Liberty might be held even partially liable for not doing what appears to be JT Magen's job and where there is no suggestion that Liberty ever had a responsibility to do anything regarding the heat in the property. As Liberty points out, there is no evidence that Liberty either failed to complete a specific task or that it performed its tasks poorly, causing the pipes to burst.

Summary

This record clearly shows that certain parties were well aware of the heating issues (NYSCEF Doc. No. 689 [emails discussing the heating issues and the low temperatures]). In fact, it appears that an employee for JLL (Mr. Greco) suggested that NeatHeat (an outside contractor) be brought in to take a look (*id.* at 12 of 48). Critically, contractors like movants Liberty and Safway are not mentioned in this discussion about heat, and lack thereof, at all.

The Court is therefore left with records showing that some parties, such as JLL and JT Magen, knew about the heating issues although that does not mean they are necessarily liable. On these motions, those entities simply failed to raise issues of fact to show that Liberty or Safeway were responsible for the failure to heat the building or that their work was insufficient such that it was a cause of the aforementioned leaks.

Accordingly, it is hereby

ORDERED that CC Controlled Combustion Co. Inc.'s motion (MS015) for summary judgment is granted and all claims against it are severed and dismissed; and it is further

ORDERED that Third-party Defendant Safeway Atlantic, LLC's motion (MS016) for summary judgment is granted and all claims against it are severed and dismissed; and it is further

ORDERED that defendant Vema Group LLC's motion (MS017) for summary judgment is granted and all claims against it are severed and dismissed; and it is further

ORDERED that Defendants J.T. MAGEN & COMPANY INC. s/h/a J.T. MAGEN & COMPANY, INC., the Defendant NORDSTROM, INC., Defendant BROADWAY 57TH/58TH RETAIL INVESTOR, LLC and Defendant/Third-Party Defendant JONES LANG LASALLE AMERICAS, INC.'s motion (MS018) for summary judgment is granted only to the extent that plaintiff's claims based upon the July 2018 water loss are severed and dismissed and denied with respect to the remaining relief requested; and it is further

ORDERED that Ionian Management, Inc.'s motion (MS019) for summary judgment is granted to the extent that all claims against it are severed and dismissed; and it is further

ORDERED that defendant Liberty Contracting Corp.'s motion (MS020) for summary judgment is granted and all claims against it are severed and dismissed.



2/9/2026
DATE

ARLENE P. BLUTH, J.S.C.

CHECK ONE:

CASE DISPOSED

NON-FINAL DISPOSITION

GRANTED

DENIED

GRANTED IN PART

OTHER

APPLICATION:

SETTLE ORDER

SUBMIT ORDER

CHECK IF APPROPRIATE:

INCLUDES TRANSFER/REASSIGN

FIDUCIARY APPOINTMENT

REFERENCE