

UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

Beck v. Manhattan Coll.

Beck v. Manhattan Coll. 136 F.4th 19 · No. 23-1049 · Decided April 29, 2025

SUMMARY

This Second Circuit opinion addresses whether a student can claim breach of an implied contract when a college transitions to remote learning due to the pandemic without refunding tuition. Finding a split between federal circuit precedent and recent New York state appellate decisions on whether a specific promise of in-person instruction is required, the court certifies a question to the New York Court of Appeals. The panel reserves decision on the appeal pending the state court's response.

CASE DETAILS

COURT	United States Court of Appeals for the Second Circuit
WRITING FOR THE COURT	SULLIVAN; NATHAN; KAHN
JURISDICTION	United States Court of Appeals for the Second Circuit
DECIDED	April 29, 2025
DOCKET	23-1049
DISPOSITION	other
PROCEDURAL POSTURE	Appeal from the United States District Court for the Southern District of New York, No. 20-cv-3229, dismissing plaintiff's breach of implied contract, breach of contract (fees), and unjust enrichment claims.
STANDARD OF REVIEW	De novo review of a Rule 12(c) judgment on the pleadings and of summary-judgment determinations.
PRECEDENTIAL VALUE	published
PARTIES	Beck v. Manhattan College

TOPICS

- contract formation
- appellate jurisdiction
- standard of review
- appellate procedure

PRACTICE AREAS

- contracts
- appellate procedure

QUESTIONS PRESENTED

1. Whether Beck pleaded sufficient facts to state a claim that the implied contract required Manhattan College to provide in-person instruction under New York law.

HOLDINGS

1. The panel certifies the question of whether New York law requires a specific promise to provide exclusively in-person learning as a prerequisite to the formation of an implied contract, and reserves decision on the merits.

FACTUAL BACKGROUND

Beck was a full-time student who paid tuition and a \$685 comprehensive fee for the spring 2020 semester. After March 9, 2020 the college shut down its campus and moved to online instruction, providing only about 46 % of the semester in-person. The college refused to refund any tuition or fees. Beck sued alleging breach of an implied contract and unjust enrichment.

PROCEDURAL HISTORY

The district court granted Manhattan College's motion for judgment on the pleadings on the breach of implied contract claim, dismissed the fee claim based on a non-refundable fee provision, and later granted summary judgment on the unjust enrichment claim for tuition, entering final judgment on June 29, 2023. Beck appealed those dismissals.

DISPOSITION

other

CASES CITED

- *Rynasko v. New York University*, 63 F.4th 186 (2d Cir. 2023)
- *Croce v. St. Joseph's College of New York*, 195 N.Y.S.3d 210 (2d Dep. 2023)
- *McCudden v. Canisius College*, No. 23-1865, 2025 WL 814588 (N.Y. App. Div. Mar. 14, 2025)
- *Papelino v. Albany Coll. of Pharmacy of Union Univ.*, 633 F.3d 81 (2d Cir. 2011)
- *Ortiz v. Ciox Health LLC*, 961 F.3d 155 (2d Cir. 2020)
- *Goldberg v. Pace Univ.*, 88 F.4th 204 (2d Cir. 2023)
- *Matzell v. Annucci*, 64 F.4th 425 (2d Cir. 2023)
- *Lively v. WAFRA Inv. Advisory Grp., Inc.*, 6 F.4th 293 (2d Cir. 2021)
- *Mujo v. Jani-King Int'l*, 13 F.4th 204 (2d Cir. 2021)
- *Michel v. Yale Univ.*, 110 F.4th 551 (2d Cir. 2024)