

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE

Naseer Ali-Bey v. BPG Real Estate Services, LLC, et al.

Ali-Bey · No. Civil Action No. 25-848-GBW · Decided December 3, 2025

SUMMARY

The United States District Court for the District of Delaware granted defendants’ Rule 12(b)(6) motion to dismiss a pro se complaint concerning the rejection of the plaintiff’s lease application and alleged payment instrument. The court held that the complaint did not plead sufficient facts to support federal civil rights or other federal claims and therefore could not support supplemental jurisdiction over the state-law claims. Dismissal was without prejudice, with one opportunity to amend, and the plaintiff’s motion for expedited ruling and immediate housing relief was denied.

CASE DETAILS

COURT	United States District Court for the District of Delaware
WRITING FOR THE COURT	Gregory B. Williams
JURISDICTION	United States District Court for the District of Delaware
DECIDED	December 3, 2025
DOCKET	Civil Action No. 25-848-GBW
DISPOSITION	dismissed
PROCEDURAL POSTURE	Defendants moved under Federal Rule of Civil Procedure 12(b)(6) to dismiss Plaintiff's pro se complaint. Plaintiff separately moved for an expedited ruling and immediate housing relief.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts well-pleaded allegations as true and views them in the light most favorable to the plaintiff, but requires sufficient factual matter to state a facially plausible claim. Pro se pleadings are liberally construed, although courts need not credit bald assertions or legal conclusions.
PRECEDENTIAL VALUE	unpublished
PARTIES	Naseer Ali-Bey v. BPG Real Estate Services, LLC, Edouard Cuilhe, Press Apartments Leasing Office

TOPICS

- motions to dismiss
- pleadings
- civil procedure
- civil rights
- real estate

PRACTICE AREAS

civil procedure

civil rights

real estate

contracts

QUESTIONS PRESENTED

1. Whether Plaintiff's complaint alleged sufficient facts to state a plausible claim for relief under Rule 12(b)(6).
2. Whether the court could exercise supplemental jurisdiction over Plaintiff's state-law claims when the federal claims were inadequately pleaded.
3. Whether Plaintiff was entitled to expedited ruling and immediate housing relief.

HOLDINGS

1. The complaint failed to state a claim upon which relief could be granted because the allegation that Plaintiff submitted a lease application and Defendants selected a different lessee, without additional supporting facts, did not plausibly establish a federal civil-rights violation.
2. Because Plaintiff failed to plead a sufficient federal claim, the court could not exercise supplemental jurisdiction over the additional state-law claims.
3. The emergency motion was denied as premature and for lack of cause shown.

KEY QUOTATIONS

“A Rule 12(b)(6) motion may be granted only if, accepting the well-pleaded allegations in the complaint as true and viewing them in the light most favorable to the complainant, a court concludes that those allegations “could not raise a claim of entitlement to relief.”” (opinion text)

“A claim has facial plausibility when the [complainant] pleads factual content that allows the court to draw the reasonable inference that the [accused] is liable for the misconduct alleged.” (opinion text)

“Upon review, this Court finds that the complaint fails to state a claim upon which this Court may grant relief, warranting dismissal under Rule 12(b)(6).” (opinion text)

FACTUAL BACKGROUND

Plaintiff alleged that on June 11, 2025, he submitted a lease application to Defendants along with what he described as a valid payment instrument. He alleged that Defendants refused to accept or return the instrument and offered housing to another person while ignoring his application and payment. Plaintiff characterized the conduct as violations of the Uniform Commercial Code, discrimination, breach of fiduciary duty, commercial fraud by omission, and civil-rights violations, but supplied no additional factual allegations supporting those theories.

PROCEDURAL HISTORY

Plaintiff filed the action on July 9, 2025, after allegedly submitting a lease application and payment instrument to Defendants. He asserted six state and federal causes of action and sought damages and execution of a lease. The

court granted Defendants' motion to dismiss without prejudice, gave Plaintiff one opportunity to amend, and denied Plaintiff's emergency motion as premature and unsupported.

DISPOSITION

dismissed

CASES CITED

- Erickson v. Pardus, 551 U.S. 89, 94 (2007)
- Bell Atl. Corp. v. Twombly, 550 U.S. 544, 558, 555 (2007)
- Davis v. Abington Mem'l Hosp., 765 F.3d 236, 241 (3d Cir. 2014)
- In re Rockefeller Ctr. Props., Inc. Sec. Litig., 311 F.3d 198, 216 (3d Cir. 2002)
- Johnson v. City of Shelby, 574 U.S. 10, 11 (2014)
- Pension Benefit Guar. Corp. v. White Consol. Indus., Inc., 998 F.2d 1192, 1196 (3d Cir. 1993)
- Ashcroft v. Iqbal, 556 U.S. 662, 678-79 (2009)

OPINION

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE
NASEER ALI-BEY,)) Plaintiff,)) V.) Civil Action No. 25-848-GBW) BPG REAL ESTATE)
SERVICES, LLC, et al.,)) Defendants.) Naseer Ali-Bey, Newark, Delaware — Pro se Plaintiff
Kara A. Hager and Marc Sposato, GORDON REES SCULLY MANSUKHANI, Wilmington,
Delaware — Counsel for Defendants BPG Real Estate Services, LLC, Edouard Cuilhe, and Press
Apartments Leasing Office MEMORANDUM OPINION December 3, 2025 Wilmington,
Delaware Wim wiLuidas, U.S. District Judge: I. INTRODUCTION On July 9, 2025, Plaintiff
Naseer Ali-Bey, of Newark, Delaware, initiated this civil action by moving for leave to proceed in
forma pauperis and filing a complaint pro se, (See D.I.

1; D.I. 2.) Now pending before this Court is a motion to dismiss the complaint filed by
Defendants. (D.I. 15.) Also pending is a motion for expedited ruling and relief filed by Plaintiff.
(D.I. 10.) II. BACKGROUND According to the complaint, on June 11, 2025, Plaintiff submitted a
lease application to Defendants, along with a “tendered valid payment as a negotiable instrument.”
(D.I.

2 at 2.) Defendants “refused to accept or return the instrument,” and “proceeded to offer housing
to others while ignoring Plaintiff’s application and payment.” (/d.) Plaintiff believes that these acts
and omissions by Defendants violated the Uniform Commercial Code and constituted “disparate
treatment based on race, national origin, or perceived income.” (/d.)

Plaintiff then “issued formal Notice of Tender, Notice of Default, and Final Demand,” which
Defendants ignored. (Ud.) Plaintiff believes this amounted to “breach of fiduciary duty,

commercial fraud by omission, and civil rights violations.” (/d.) Based on the foregoing, Plaintiff asserts six causes of action, including state and federal claims, and seeks relief to include \$75,000 and execution of a lease agreement. (/d.)

The complaint includes no other factual allegations in support of the causes of action asserted. III. DISCUSSION Plaintiffs pro se pleading is liberally construed, and the complaint, “however inartfully pleaded, must be held to less stringent standards than formal pleadings drafted by lawyers.” See *Erickson v. Pardus*, 551 U.S. 89, 94 (2007). A Rule 12(b)(6) motion may be granted only if, accepting the well-pleaded allegations in the complaint as true and viewing them in the light most favorable to the complainant, a court concludes that those allegations “could not raise a claim of entitlement to relief.” *Bell Atl.*

Corp. v. Twombly, 550 U.S. 544, 558 (2007). “Though ‘detailed factual allegations’ are not required, a complaint must do more than simply provide ‘labels and conclusions’ or ‘a formulaic recitation of the elements of a cause of action.’” *Davis v. Abington Mem’l Hosp.*, 765 F.3d 236, 241 (3d Cir. 2014) (quoting *Twombly*, 550 U.S. at 555).

The Court is “not required to credit bald assertions or legal conclusions improperly alleged in the complaint.” *Inre Rockefeller Ctr. Props., Inc. Sec. Litig.*, 311 F.3d 198, 216 (3d Cir. 2002). A complaint may not be dismissed, however, “for imperfect statement of the legal theory supporting the claim asserted.” *Johnson v. City of Shelby*, 574 U.S. 10, 11 (2014).

Courts faced with a motion to dismiss pursuant to Rule 12(b)(6) must generally limit their consideration to “the allegations contained in the complaint, exhibits attached to the complaint and matters of public record.” *Pension Benefit Guar. Corp. v. White Consol. Indus., Inc.*, 998 F.2d 1192, 1196 (3d Cir. 1993). A complainant must plead facts sufficient to show that a claim has “substantive plausibility.” *Jd.* at 12.

That plausibility must be found on the face of the complaint. *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009). “A claim has facial plausibility when the [complainant] pleads factual content that allows the court to draw the reasonable inference that the [accused] is liable for the misconduct alleged.” *Jd.* Deciding whether a claim is plausible will be a “context-specific task that requires the reviewing court to draw on its judicial experience and common sense.” *Jd.* at 679.

Upon review, this Court finds that the complaint fails to state a claim upon which this Court may grant relief, warranting dismissal under Rule 12(b)(6). The causes of action asserted in the complaint are deficiently pled.

The complaint merely states that Plaintiff submitted a lease application, but Defendants selected a different lessee. (See D.I. 2.) Without additional facts, this does not suggest any federal civil violation. As such, Plaintiff’s federal claims are improperly alleged, and this Court is “not required

to credit bald assertions or legal conclusions improperly alleged in the complaint.” Rockefeller Ctr.

Props., 311 F.3d at 216. Without a sufficiently pled federal claim, this Court cannot exercise supplemental jurisdiction over the additional state claims asserted. IV. CONCLUSION For the above reasons, Defendants’ motion to dismiss is granted. (D.I. 15.)

The complaint will be dismissed without prejudice, and Plaintiff will be granted one opportunity to amend his pleading and cure the complaint’s deficiencies. (D.I. 2.) Plaintiff’s emergency motion for expedited ruling and immediate housing relief is denied as premature and for lack of cause shown. (D.I. 10.) An appropriate Order will be entered.