

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

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.” In re 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.

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