

TENNESSEE COURT OF APPEALS

Julie Buhler, et al. v. Lefkovitz & Lefkovitz, PLLC

No. M2025-00210-COA-R3-CV · No. No. M2025-00210-COA-R3-CV · Decided December 11, 2025

SUMMARY

The Tennessee Court of Appeals affirmed summary judgment dismissing Julie Buhler’s legal malpractice action against Lefkovitz & Lefkovitz, PLLC. The court held that the plaintiff could not establish cause-in-fact or proximate causation because the installment sales contract had been terminated before attorney Steven Lefkovitz was retained, leaving Buhler no legal right to cure the breach. The court also concluded that the trial court’s reliance on the bankruptcy court’s ultimate contract conclusion did not require reversal.

CASE DETAILS

COURT	Tennessee Court of Appeals
WRITING FOR THE COURT	Frank G. Clement, Jr., P.J., M.S.; Andy D. Bennett, J.; Jeffrey Usman, J.
JURISDICTION	Tennessee Court of Appeals
DECIDED	December 11, 2025
DOCKET	No. M2025-00210-COA-R3-CV
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal as of right from the Davidson County Circuit Court's grant of summary judgment dismissing a legal-malpractice action.
STANDARD OF REVIEW	Summary-judgment decisions are reviewed de novo without a presumption of correctness. The appellate court makes a fresh determination of whether Tennessee Rule of Civil Procedure 56 has been satisfied, views the evidence in the light most favorable to the nonmoving party, accepts that party's evidence as true, draws reasonable inferences in its favor, and does not weigh the evidence.
PRECEDENTIAL VALUE	Published Tennessee Court of Appeals opinion
PARTIES	Julie Buhler, David G. Rogers, as Trustee of the bankruptcy estate for Julie Buhler v. Lefkovitz & Lefkovitz, PLLC

TOPICS

summary judgment

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PRACTICE AREAS

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QUESTIONS PRESENTED

1. Whether the trial court erred in granting summary judgment because Buhler failed to establish that Lefkovitz's conduct was the cause-in-fact of her alleged damages.
2. Whether the trial court erred in granting summary judgment because Buhler failed to establish that Lefkovitz's negligence was the proximate cause of her alleged damages.
3. Whether the installment sales contract had terminated before Lefkovitz was retained, leaving Buhler without a legal right to cure.
4. Whether the January 24, 2022 letter from the Sellers' counsel offered Buhler a ten-day opportunity to cure.

HOLDINGS

1. Buhler's unequivocal statement before the extended maturity date that she could not and would not pay the balance constituted anticipatory repudiation, and the Sellers elected to terminate the contract by demanding that she vacate and returning later installment payments.
2. Buhler failed to establish that Lefkovitz's conduct was either the cause-in-fact or the proximate cause of her alleged damages because the contract had already terminated and she had no legal right to cure when Lefkovitz was retained.
3. The letter did not offer Buhler an option to cure; it demanded that she vacate the premises.

KEY QUOTATIONS

“Prior to the extended maturity date, Ms. Buhler told Sellers that she could not and would not pay the balance owing by the extended maturity date, which unequivocal statement constituted a repudiation of the Contract.” (at 10)

“Thus, Ms. Buhler had no legal right to cure her breach of the contract when Mr. Lefkovitz was retained.” (at 11)

FACTUAL BACKGROUND

Julie Buhler entered an installment sales agreement to purchase residential property from Richard and Ellen Davis, but she failed to make the required balloon payment by the extended maturity date of December 31, 2021, after telling the Sellers that she could not and would not make it. The Sellers demanded that Buhler vacate the property and returned two installment payments she later wired without their consent. Buhler retained attorney Steven L. Lefkovitz only after the contract's extended maturity date and alleged that his advice and litigation conduct caused her loss of the property. The bankruptcy court later determined that the agreement was not an executory contract that could be assumed.

PROCEDURAL HISTORY

Buhler commenced a legal-malpractice action in the Davidson County Circuit Court alleging that attorney Steven L. Lefkovitz mishandled her dispute concerning an installment real-estate sales contract and advised her to file bankruptcy. The circuit court granted Defendant's motion for summary judgment, finding that Buhler could not prove cause-in-fact or proximate cause, and denied or resolved her motion to alter or amend without changing the judgment. The Tennessee Court of Appeals affirmed.

DISPOSITION

affirmed

CASES CITED

- Rye v. Women's Care Ctr. of Memphis, M PLLC, 477 S.W.3d 235, 250, 265 (Tenn. 2015)
- Martin v. Norfolk S. Ry. Co., 271 S.W.3d 76, 83 (Tenn. 2008)
- Byrd v. Hall, 847 S.W.2d 208, 211, 215 (Tenn. 1993)
- TWB Architects, Inc. v. Braxton, LLC, 578 S.W.3d 879, 888-89 (Tenn. 2019)
- Lee v. Franklin Special School District Board of Education, 237 S.W.3d 322, 331 (Tenn. Ct. App. 2007)
- Green v. Green, 293 S.W.3d 493, 513 (Tenn. 2009)
- Winter v. Smith, 914 S.W.2d 527, 535 (Tenn. Ct. App. 1995)
- Godfrey v. Ruiz, 90 S.W.3d 692, 695 (Tenn. 2002)
- Gibson v. Trant, 58 S.W.3d 103, 108 (Tenn. 2001)
- UT Medical Group, Inc. v. Vogt, 235 S.W.3d 110, 120 (Tenn. 2007)
- Wright v. Wright, 832 S.W.2d 542, 545 (Tenn. Ct. App. 1992)
- Kentucky Home Mutual Life Insurance Co. v. Rogers, 196 Tenn. 641, 270 S.W.2d 188, 194-95 (Tenn. 1955)
- Brady v. Oliver, 125 Tenn. 595, 147 S.W. 1135, 1139 (Tenn. 1912)
- Wilkins v. Third National Bank in Nashville, 884 S.W.2d 758, 761 (Tenn. Ct. App. 1994)
- Tower Investors, LLC v. 111 East Chestnut Consultants, Inc., 371 Ill. App. 3d 1019, 309 Ill. Dec. 686, 864 N.E.2d 927, 940 (Ill. App. Ct. 2007)
- Hawk v. Chambliss, Bahner & Stophel P.C., No. E2022-01420-COA-R3-CV, 2024 Tenn. App. LEXIS 332 (Tenn. Ct. App. July 31, 2024)