

**SUPREME COURT OF THE STATE OF NEW YORK, APPELLATE DIVISION,
FIRST DEPARTMENT**

Polaris Venture Partners VI L.P. v AD-Venture Capital Partners L.P.

2020 NY Slip Op 00483 (App. Div. 1st Dep't 2020) · No. 10834 · Decided January 23, 2020

SUMMARY

The Appellate Division, First Department modified an order denying defendants' motion to dismiss by dismissing the claims for unjust enrichment and breach of the implied covenant of good faith and fair dealing. It otherwise affirmed the determination that plaintiffs adequately stated a claim for breach of contract, holding that the express contract precluded the unjust-enrichment claim and that the implied-covenant claim was duplicative.

CASE DETAILS

COURT	Supreme Court of the State of New York, Appellate Division, First Department
WRITING FOR THE COURT	Per Curiam; Renwick, J.P.; Manzanet-Daniels, J.; Kern, J.; Oing, J.; González, J.
JURISDICTION	New York
DECIDED	January 23, 2020
DOCKET	10834
DISPOSITION	other
PROCEDURAL POSTURE	Defendants appealed from an order denying their motion to dismiss plaintiffs' claims.
PRECEDENTIAL VALUE	Published New York Appellate Division decision
PARTIES	AD-Venture Capital Partners L.P., et al. v. Polaris Venture Partners VI L.P., et al.

TOPICS

breach of contract unjust enrichment implied covenant of good faith commercial litigation
appellate procedure

PRACTICE AREAS

Contracts Commercial litigation Appellate procedure

QUESTIONS PRESENTED

1. Whether plaintiffs adequately stated a claim for breach of the agreement.
2. Whether the existence of an express contract precluded plaintiffs' unjust-enrichment claim.
3. Whether plaintiffs' claim for breach of the implied covenant of good faith and fair dealing was duplicative of the contract claim.

HOLDINGS

1. Plaintiffs adequately stated a claim for breach of the agreement.
2. The existence of an express contract governing the subject matter precludes a claim for unjust enrichment.
3. A claim for breach of the implied covenant of good faith and fair dealing must be dismissed as duplicative when it arises from the same facts and seeks the same damages as the contract claim.

FACTUAL BACKGROUND

Plaintiffs asserted claims arising from an agreement with defendants, including breach of contract, unjust enrichment, and breach of the implied covenant of good faith and fair dealing. The agreement governed the subject matter of the dispute. Plaintiffs' implied-covenant claim arose from the same facts and sought the same damages as their contract claim.

PROCEDURAL HISTORY

Supreme Court, New York County, denied defendants' motion to dismiss. The Appellate Division unanimously modified the order to dismiss the unjust-enrichment and breach-of-the-implied-covenant claims and otherwise affirmed.

DISPOSITION

other

CASES CITED

- Clark-Fitzpatrick, Inc. v Long Is. R.R. Co., 70 NY2d 382, 388 (1987)
- Amcan Holdings, Inc. v Canadian Imperial Bank of Commerce, 70 AD3d 423, 426 (1st Dept 2010), lv denied 15 NY3d 704 (2010)

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