

2D CIR.

Tayyib Bosque, Corp v. Emily Realty, LLC

No. 19-2203, 2d Cir. (May 13, 2020)

SUMMARY

Second Circuit affirmed summary judgment dismissing breach of contract, implied contract, unjust enrichment, quantum meruit, fraud, and veil-piercing claims. Applying New York choice-of-law rules, the court held that New Jersey law governed the broker fee dispute because the properties and business assets were in New Jersey, meetings occurred there, and New Jersey had an interest in regulating the sale of health care facilities within its borders. The broker failed to show he was the "efficient producing cause" of any sale, and his own text messages contradicted the claim that he was entitled to a commission if the deal did not close. Other claims were abandoned on appeal.

CASE DETAILS

COURT	2d Cir.
WRITING FOR THE COURT	Pierre N. Leval; Raymond J. Lohier, Jr.; Joseph F. Bianco
JURISDICTION	Federal
DECIDED	May 13, 2020
DOCKET	19-2203
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from a judgment of the United States District Court for the Southern District of New York (Edgardo Ramos, Judge) granting summary judgment in favor of defendants and dismissing plaintiffs' claims.
STANDARD OF REVIEW	De novo review for choice-of-law determination.
PRECEDENTIAL VALUE	Unpublished
PARTIES	Tayyib Bosque, Corp, Tayyib Bosque v. Emily Realty, LLC, Joseph Lafrieda

TOPICS

conflict of laws

breach of contract

summary judgment

real estate

appellate procedure

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether the district court correctly applied New Jersey law under New York's choice-of-law rules
2. Whether the district court correctly granted summary judgment on Bosque's breach of contract claim under New Jersey law
3. Whether Bosque abandoned his other common law claims on appeal

KEY QUOTATIONS

“the first broker 'with signed contracts and deposit check wins’” (4)

“Listen, close the deal you owe me \$500kDon't close[,] send [the prospective buyer's] deposit back[,] you owe me nothing.” (5)

FACTUAL BACKGROUND

Plaintiffs Tayyib Bosque, Corp and Tayyib Bosque sought to sell defendants' health care and boarding facilities located in New Jersey. Bosque had a meeting with Lafrieda in New Jersey, inspected the properties, and conducted market research. Bosque introduced a prospective buyer, who signed an agreement and wired a deposit, but the sale did not close. Bosque claimed entitlement to a commission based on a text message, but another text message contradicted that claim.

PROCEDURAL HISTORY

The district court granted summary judgment to defendants, concluding that New Jersey law applied and that all of plaintiffs' claims failed as a matter of New Jersey law. Plaintiffs appealed.

DISPOSITION

affirmed