

251 F.3d 404  
 (Cite as: 251 F.3d 404)

## H

United States Court of Appeals,  
 Second Circuit.  
 Todd M. ROBERTS, Plaintiff-Appellee-Cross-Appellant,

v.

Mahmood KARIMI and Johanna Karimi, Defendants-Appellants-Cross-Appellees.  
**Nos. 00-7193(L), 00-7195(CON), 00-7197(XAP).**

Argued Nov. 21, 2000.  
 Decided May 31, 2001.

Purchaser brought action against vendors for breaching contract to sell him their house. The United States District Court for the Eastern District of New York, Spatt, J., 79 F.Supp.2d 174, awarded damages to purchaser, but did not order specific performance. Vendors appealed award of damages, and purchaser cross-appealed denial of his post-trial motion for specific performance. The Court of Appeals, Jacobs, Circuit Judge, held that purchaser's refusal to proceed with sale pursuant to terms of contract precluded him from asserting breach of contract claim.

Reversed and remanded.

### West Headnotes

#### [1] Contracts 95 🔑326

##### 95 Contracts

##### 95VI Actions for Breach

##### 95k326 k. Grounds of Action. [Most Cited Cases](#)

Under New York law, plaintiff in breach of contract case must prove not only that enforceable contract existed, but also that he performed what he was obligated to do under terms of contract and was ready, willing and able to do all that contract required.

#### [2] Vendor and Purchaser 400 🔑185

##### 400 Vendor and Purchaser

##### 400IV Performance of Contract

##### 400IV(D) Payment of Purchase Money

##### 400k185 k. Effect of Default or Delay.

##### [Most Cited Cases](#)

Under New York law, purchaser's refusal to perform his obligations under real estate sales contract as long as it contained "as is" term of sale precluded him from asserting that vendors breached contract.

\***404** [Todd M. Roberts](#), Roberts, Sheridan & Kotel, New York, NY, for Plaintiff-Appellee-Cross-Appellant.

[Timothy J. Keane](#), Quirk and Bakalor, P.C., New York, NY, for Defendants-Appellants-Cross-Appellees.

Before [OAKES](#), [JACOBS](#), and [PARKER](#), Circuit Judges.

##### [JACOBS](#), Circuit Judge:

Defendants Mahmood Karimi and Johanna Karimi appeal from a judgment entered\***405** by the United States District Court for the Eastern District of New York (Spatt, J.), awarding plaintiff Todd Roberts \$100,000 on his claim that the Karimis breached a contract to sell him their house. Roberts cross-appeals the district court's denial of his post-trial motion for specific performance.

The district judge concluded that the writings in evidence were sufficient to withstand the statute of frauds, and the jury found that there had been a meeting of the minds. But the jury was not asked to decide whether Roberts had been ready, willing and able to perform, an element of his contract claim that was sharply contested because Roberts had objected to an "as is" term of sale on which the Karimis insisted. When an issue is omitted from a special verdict form, [Rule 49\(a\) of the Federal Rules of Civil Procedure](#) provides that the court

“may make a finding” as to the issue. Since the district court's opinion denying specific performance included the finding that Roberts was unwilling to take the house “as is,” and since that supportable finding is incompatible with the judgment on the special verdict, we reverse the judgment against the Karimis on that claim.

## BACKGROUND

### A. The Parties' Negotiations

In spring 1997, Roberts contacted Deborah Foglia, a real estate agent employed by the Karimis, to arrange for a tour of the Karimis' vacation house in East Quogue, New York. Roberts negotiated to buy the property through Foglia as intermediary. Roberts never spoke to the Karimis.

On or about May 27, 1997, Foglia recorded the terms of a putative agreement in a “Memorandum of Sale,” which reflected *inter alia* that the house was sold for \$610,000, subject to a cryptic contingency: “home inspection-termites.” The Karimis did not sign this (or any other) contract, but two days later Mahmood Karimi described the sale as follows in a note to his lawyer:

Attention Mr. Munzel!

Please Note,

The house is sold *as is* and as is rented.

In the ensuing weeks, the parties began to dispute the terms of the deal, chiefly the import of the phrase “as is.” On June 17, the Karimis' lawyer sent to his counterpart a standard-form real estate contract together with a draft rider specifying that the purchaser “agrees to take the premises as is,” and excising certain sellers' representations in the standard-form contract, *i.e.*, representations that all mechanical and electrical systems including heating, plumbing, and air conditioning would be in working order on the date of the closing.

Roberts rejected the “as is” condition, insisted on the sellers' representations, and proposed that the form contract be modified so that the sellers' representations would survive the closing and remain enforceable for six months thereafter. Roberts eventually dropped his demand that the representations survive the closing, but he consistently refused to take the house “as is.” On July 15, 1997, Roberts sent the Karimis a form of contract, executed by himself, that contained a sellers' warranty that all systems were in working order. A check for the deposit accompanied the contract. The Karimis refused to sign, and Roberts sued for breach of the putative May 27 agreement.

### B. Proceedings in the District Court

#### 1. The Karimis' Motion for Summary Judgment on the Statute of Frauds

The Karimis moved for summary judgment on the ground that any agreement \*406 between the parties was unenforceable by virtue of the New York statute of frauds. *See* N.Y. Gen. Oblig. Law § 5-703; *Messner Vetere Berger McNamee Schmetterer Euro RSCG Inc. v. Aegis Group PLC*, 93 N.Y.2d 229, 689 N.Y.S.2d 674, 677, 711 N.E.2d 953 (1999) (“[A]n oral agreement to convey an estate or interest in real property, other than a lease for a term not exceeding one year, is nugatory and unenforceable.” (internal quotations omitted)). Roberts conceded that the Karimis never signed their names to a contract, and that the May 27 “Memorandum of Sale”-signed by Foglia as the Karimis' “selling agent”-did not independently satisfy the statute of frauds because Foglia was not authorized in writing to sign on the Karimis' behalf. *See* N.Y. Gen. Oblig. Law § 5-703(2) (requiring that a writing be “subscribed by the party to be charged, or by his lawful agent thereunto authorized by writing” (emphasis added)).

The district court concluded, however, that the requirement of a sufficient writing was satisfied by the cumulative weight of three documents. *See*

*Roberts v. Karimi*, 79 F.Supp.2d 174, 178 (E.D.N.Y.1999). One was the May 27 Memorandum of Sale; the second was Mahmood Karimi's note to his lawyer. The third was an affidavit executed by Mahmood Karimi on September 9, 1998, which was submitted in a (separate) suit between the Karimis and Foglia's brokerage firm, and which references the May 27, 1997 Memorandum of Sale and the "as is" condition:

8. A memorandum of sale was drafted by [Foglia] which stated the purchase price, a contingency regarding termites, as well as when the commission became due and owing. The property was offered for \$610,000 which was less than half of the original sale price *with an "as is" condition*.

9. Initially, *I was agreeable to the terms outlined in the memorandum of sale*. However, the attorney for the buyer contacted my attorney and attempted to negotiate certain costly repairs *ignoring the above referenced "as is" provision*.

Joint Appendix at 159 (emphasis added); *see Roberts*, 79 F.Supp.2d at 178. Having relied on the Karimi affidavit to satisfy the statute of frauds, however, Roberts must accept what the affidavit says about the disputed feature of the transaction: that the putative May 27 agreement included an "as is" term of sale. *See R.G. Group, Inc. v. Horn & Hardart Co.*, 751 F.2d 69, 78 (2d Cir.1984) (holding that a writing cannot satisfy the statute of frauds if it "contradict[s] the alleged oral agreement").

## 2. The Verdict and Motions for Post-Trial Relief

The special verdict form given to the jury asked whether "there was a meeting of the minds, namely an agreement on all of the material terms of the contract," on May 27, 1997. But as to another essential element of Roberts' claim—whether Roberts "performed what he was obligated to do under the terms of the contract [and] was ready, willing and able to do all that the contract required"—the jury

was not asked and did not say. The jury was directed to proceed directly to the issue of damages if it found that there had been a "meeting of the minds."

The Karimis argued to the jury that there had been no meeting of the minds because Roberts had not assented to the "as is" condition. The jury disagreed, found that minds met on May 27, and awarded Roberts \$100,000 in damages.

Each side moved for post-trial relief. The Karimis argued that they were entitled to judgment notwithstanding the verdict\*407 because no reasonable juror could have found a meeting of the minds. In denying the motion, Judge Spatt ruled that there was evidence sufficient to show that "the Plaintiff and the Defendants reached an agreement to sell the house on an 'as is' basis" on May 27 despite Roberts' insistence *after May 27* on different terms. *Roberts*, 79 F.Supp.2d at 179. Roberts cross-moved for specific performance. That motion was also denied, on the ground that Roberts had failed to make certain factual showings required for an award of equitable relief. *See id.* at 180-81. These cross-appeals followed.

## DISCUSSION

On appeal, the Karimis argue three grounds for reversal of the judgment:

- (1) the agreement is unenforceable under the statute of frauds because (a) Mahmood Karimi's affidavit, which was generated in a subsequent litigation, cannot serve as a sufficient writing, and (b) Johanna Karimi, who is a tenant by the entirety, never signed anything evidencing an agreement to sell her interest;
- (2) as a matter of law, there was insufficient proof of an enforceable agreement because (a) the extent of the sellers' warranties was a material term on which the parties did not agree on May 27, 1997, and (b) in any event they did not intend to be bound until the terms were reduced to a formal, written document, *see Ciaramella v. Reader's*

*Digest Ass'n*, 131 F.3d 320, 322 (2d Cir.1997); and

- (3) the court's adverse finding on Roberts' willingness to perform-an element of Roberts' claim as to which the jury made no finding-defeats the judgment.

We agree with the last contention, which is dispositive, and therefore do not consider the Karimis' other arguments or Roberts' cross-appeal from the denial of specific performance.

[1] As the district court explained in the jury charge, a plaintiff in a breach of contract case must prove not only that an enforceable contract existed, but also that he “performed what he was obligated to do under the terms of the contract [and] was ready, willing and able to do all that the contract required.” Trial Tr. 899-900; see *Baill Banking Corp. v. UPG, Inc.*, 985 F.2d 685, 697-98 (2d Cir.1993); *Startech v. VSA Arts*, 126 F.Supp.2d 234, 236 (S.D.N.Y.2000); 2 *New York Pattern Jury Instructions-Civil* PJI 4:1 at 429 (West Supp.2001). By consent of the parties, however, this question was omitted from the special verdict form, and the jury therefore made no finding as to whether Roberts established this element of his claim.

When a jury is specially instructed, and “an issue [is] omitted” without objection, it “shall be deemed” that a finding was made “in accord with the judgment on the special verdict,” unless the court makes a finding to the contrary. *Fed. R. Civ. Pro. 49(a)* (“As to an issue omitted without [objection] the court may make a finding; ....”) (emphasis added); see *Sealey v. Giltner*, 197 F.3d 578, 586 (2d Cir.1999) (“[T]he omission of any issue waives the right to a jury trial on that issue and permits the court to make a finding.”); *Getty Petroleum Corp. v. Island Transp. Corp.*, 878 F.2d 650, 656 (2d Cir.1989). And as it happens, *the district court did make a finding to the contrary.*

[2] On Roberts' post-trial application for specific performance, Judge Spatt considered the various

equitable factors, and in so doing expressly found “that [Roberts] has failed to prove that he substantially performed or that he was ready, willing, and able to perform his obligations under the May 27, 1997 agreement.” \*408*Roberts*, 79 F.Supp.2d at 181. In support of this conclusion, the court cited ample evidence that Roberts refused to proceed with the sale on an “as is” basis. *Id.*; see also *id.* at 179-80 (noting that Roberts “did apparently repudiate the ‘as is’ provision by including a clause in his proposed contract that required the plumbing and heating systems to be in working order at the time of the closing”). The court's finding is not clearly erroneous, and we accept it. See *Fed. R. Civ. Pro. 52(a)*; *Therrell v. Georgia Marble Holdings Corp.*, 960 F.2d 1555, 1562-64 (11th Cir.1992). And because the documents on which Roberts relied to satisfy the statute of frauds reflect an “as is” term of sale, it follows that Roberts was unwilling to perform the only contract he could show existed.

It is possible that the district court did not fully appreciate the significance of this finding; another part of the opinion states that because the Karimis did not request a jury instruction on Roberts' willingness to perform, “the Court will not substitute its opinion for that of the jury on an issue that was not presented to them.” *Roberts*, 79 F.Supp.2d at 180. Nevertheless, the court in fact arrived at an opinion on the question, and made a finding that resolved it and that is not clearly erroneous. Roberts therefore does not enjoy the *Rule 49(a)* presumption that a finding was made in his favor on issues omitted from the special verdict form.

Finally, Roberts cannot claim that the Karimis conceded the issue of Roberts' willingness to perform. As the trial transcript shows, the Karimis opposed telling the jury that “there is no dispute,” and instead requested that the jury be told that the element is “not before you.” The court (and Roberts' counsel) agreed, and the jury was told that the element was “not for your consideration.”

## CONCLUSION

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Since Roberts failed to prove an essential element of his breach of contract claim, the judgment on that claim is reversed. Roberts also brought a promissory estoppel claim against the Karimis, but the jury was told not to reach that claim if it found that the Karimis were liable for breach of contract. It is altogether unclear how the law of the case impacts the promissory estoppel claim, but we remand to the district court for any further proceedings that may be needed.

C.A.2 (N.Y.),2001.  
Roberts v. Karimi  
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END OF DOCUMENT

**KEYCITE**

**H** **Roberts v. Karimi**, 251 F.3d 404 (2nd Cir.(N.Y.),May 31, 2001) (NO. 00-7193(L), AUGUSTTERM2000DOCKET, 00-7195(CON), 00-7197(XAP))

**History****Direct History**

- ▶ 1 Roberts v. Karimi, 79 F.Supp.2d 174 (E.D.N.Y. Dec 22, 1999) (NO. 97-CV-4756 ADS)  
*Judgment Reversed by*
- => 2 **Roberts v. Karimi**, 251 F.3d 404 (2nd Cir.(N.Y.) May 31, 2001) (NO. 00-7193(L), 00-7195(CON), 00-7197(XAP), AUGUSTTERM2000DOCKET)  
*On Remand to*
- H** 3 Roberts v. Karimi, 204 F.Supp.2d 523 (E.D.N.Y. Jun 04, 2002) (NO. 97-CV-4756(ADS))

**Court Documents****Appellate Court Documents (U.S.A.)****C.A.2 Appellate Briefs**

- 4 Todd M. ROBERTS, Plaintiff-Appellee-Cross-Appellant, v. Mahmood Karimi and Johanna KARIMI, Defendants-Appellants-Cross-Appellees., 2000 WL 33981243 (Appellate Brief) (C.A.2 Jun. 28, 2000) **Brief for Plaintiff-Appellee-Cross-Appellant** (NO. 00-7193(L))
- 5 Todd M. ROBERTS, Plaintiff-Appellee-Cross-Appellant, v. Mahmood Karimi and Johanna KARIMI, Defendants-Appellants-Cross-Appellees., 2000 WL 33981244 (Appellate Brief) (C.A.2 Jul. 24, 2000) **Defendants-Appellants/Cross Appellees Mahmood Karimi and Johanna Karimi's Brief in Response to the Brief for Plaintiff-Appellee/Cross-Appellant and in Reply on Defendants-Appellants/Cross-Appellees' A** (NO. 00-7193(L))

**Trial Court Documents (U.S.A.)****E.D.N.Y. Trial Pleadings**

- 6 Todd M. ROBERTS Plaintiff, v. Mahmood KARIMI and Johanna L. Karimi, Defendants., 1997 WL 34648035 (Trial Pleading) (E.D.N.Y. Aug. 15, 1997) **Complaint** (NO. CV974756)

**E.D.N.Y. Expert Testimony**

- 7 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968843 (Expert Trial Transcript) (E.D.N.Y. Dec. 14, 1999) **Testimony of Defendant's Expert Witness, Barry Schuyler** (NO. 97CV04756)

### E.D.N.Y. Trial Motions, Memoranda And Affidavits

- 8 Todd M. ROBERTS, Plaintiff, v. Dr Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34840758 (Trial Motion, Memorandum and Affidavit) (E.D.N.Y. Sep. 20, 1999) **Reply Affirmation in Support of and Memorandum of Law in Support of Defendants' Motion for Summary Judgment** (NO. 974756, ADS)
- 9 Todd M. ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Jobianna Karimi., Defendants., 2000 WL 34505952 (Trial Motion, Memorandum and Affidavit) (E.D.N.Y. Sep. 20, 2000) **Reply Affirmation in Support of and Memorandum of Law in Support of Defendants' Motion for Summary Judgment** (NO. 00-7193, 9:97CV04756)

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- 10 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968662 (Trial Transcript) (E.D.N.Y. Dec. 7, 1999) **Morning Business of the Court** (NO. 97CV04756)
- 11 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968663 (Trial Transcript) (E.D.N.Y. Dec. 7, 1999) **Plaintiff Todd Roberts' Opening Statement** (NO. 97CV04756)
- 12 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968664 (Trial Transcript) (E.D.N.Y. Dec. 7, 1999) **Defendant Dr. Mahmood Karimi, et al.'s Opening Statement** (NO. 97CV04756)
- 13 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968665 (Trial Transcript) (E.D.N.Y. Dec. 7, 1999) **Testimony of Plaintiff's Witness, Deborah Foglia** (NO. 97CV04756)
- 14 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968666 (Trial Transcript) (E.D.N.Y. Dec. 7, 1999) **Testimony of Plaintiff's Witness, Todd Roberts** (NO. 97CV04756)
- 15 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968667 (Trial Transcript) (E.D.N.Y. Dec. 7, 1999) **Testimony of Plaintiffs Witness, Karen Napolitano** (NO. 97CV04756)
- 16 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968669 (Trial Transcript) (E.D.N.Y. Dec. 13, 1999) **Morning Business of the Court** (NO. 97CV04756)
- 17 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968670 (Trial Transcript) (E.D.N.Y. Dec. 13, 1999) **Testimony of Plaintiff's Witness, Johanna Karimi** (NO. 97CV04756)
- 18 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968671 (Trial Transcript) (E.D.N.Y. Dec. 13, 1999) **Testimony of Plaintiff's Witness, Dr. Mahmood Karimi** (NO. 97CV04756)
- 19 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968672 (Trial Transcript) (E.D.N.Y. Dec. 13, 1999) **Afternoon Business of the Court** (NO. 97CV04756)

- 20 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968916 (Trial Transcript) (E.D.N.Y. Dec. 14, 1999) **Hearing on Plaintiff Todd Roberts' Motion to Admit** (NO. 97CV04756)
- 21 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968917 (Trial Transcript) (E.D.N.Y. Dec. 14, 1999) **Hearing on Defendant Dr. Mahmood Karimi, et al.'s Motion for Judgment as a Matter of Law** (NO. 97CV04756)
- 22 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968918 (Trial Transcript) (E.D.N.Y. Dec. 14, 1999) **Testimony of Defendant's Witness, Dr. Mahmood Karimi** (NO. 97CV04756)
- 23 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968919 (Trial Transcript) (E.D.N.Y. Dec. 14, 1999) **Testimony of Defendant's Witness, Ellen Fitzpatrick** (NO. 97CV04756)
- 24 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968920 (Trial Transcript) (E.D.N.Y. Dec. 14, 1999) **Testimony of Defendant's Witness, John J. Munzel** (NO. 97CV04756)
- 25 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968921 (Trial Transcript) (E.D.N.Y. Dec. 14, 1999) **Afternoon Business of the Court** (NO. 97CV04756)
- 26 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968922 (Trial Transcript) (E.D.N.Y. Dec. 14, 1999) **Testimony of Plaintiff's Witness, Todd Roberts** (NO. 97CV04756)
- 27 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and JOHANNA KARIMI, Defendants., 1999 WL 34968923 (Trial Transcript) (E.D.N.Y. Dec. 14, 1999) **Afternoon Business of the Court** (NO. 97CV04756)
- 28 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968924 (Trial Transcript) (E.D.N.Y. Dec. 14, 1999) **Hearing on Defendant Dr. Mahmood Karimi, et al.'s Motion on Promissory Estoppel** (NO. 97CV04756)
- 29 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968925 (Trial Transcript) (E.D.N.Y. Dec. 15, 1999) **Hearing on Plaintiff Todd Roberts's Motion for Damages** (NO. 97CV04756)
- 30 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34969239 (Trial Transcript) (E.D.N.Y. Dec. 15, 1999) **Morning Business of the Court** (NO. 97CV04756)
- 31 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34969240 (Trial Transcript) (E.D.N.Y. Dec. 15, 1999) **Plaintiff Todd Robert's Motion for Promissory Estoppel** (NO. 97CV04756)
- 32 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34969241 (Trial Transcript) (E.D.N.Y. Dec. 15, 1999) **Afternoon Business of the Court** (NO. 97CV04756)
- 33 Todd M. ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna L. Karimi, Defendants., 1999 WL 34969237 (Trial Transcript) (E.D.N.Y. Dec. 16, 1999) **Plaintiff Todd M. Roberts' Closing Statement** (NO. 97CV04756)



- 34 Todd M. ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna L. Karimi, Defendants., 1999 WL 34969238 (Trial Transcript) (E.D.N.Y. Dec. 16, 1999) **Defendant, Dr. Mahmood Karimi, et al.'s Closing Statement and Plaintiffs Rebuttal** (NO. 97CV04756)
- 35 Todd M. ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna L. Karimi, Defendants., 1999 WL 34969235 (Trial Transcript) (E.D.N.Y. Dec. 17, 1999) **Judge's Instructions/Charge to the Jury** (NO. 97CV04756)
- 36 Todd M. ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna L. Karimi, Defendants., 1999 WL 34969236 (Trial Transcript) (E.D.N.Y. Dec. 17, 1999) **Reading of the Verdict** (NO. 97CV04756)
- 37 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968668 (Trial Transcript) (E.D.N.Y. Dec. 20, 1999) **Hearing on Defendant Dr. Mahmood Karimi, et al.'s Motion for Judgment** (NO. 97CV04756)

#### **Dockets (U.S.A.)**

##### **C.A.2**

- 38 ROBERTS v. KARIMI, ET AL, NO. 00-7193 (Docket) (C.A.2 Feb. 08, 2000)
- 39 ROBERTS v. KARIMI, ET AL, NO. 00-7195 (Docket) (C.A.2 Feb. 10, 2000)
- 40 ROBERTS v. KARIMI, ET AL, NO. 00-7197 (Docket) (C.A.2 Feb. 14, 2000)

##### **E.D.N.Y.**

- 41 ROBERTS v. KARIMI, ET AL, NO. 9:97cv04756 (Docket) (E.D.N.Y. Aug. 15, 1997)

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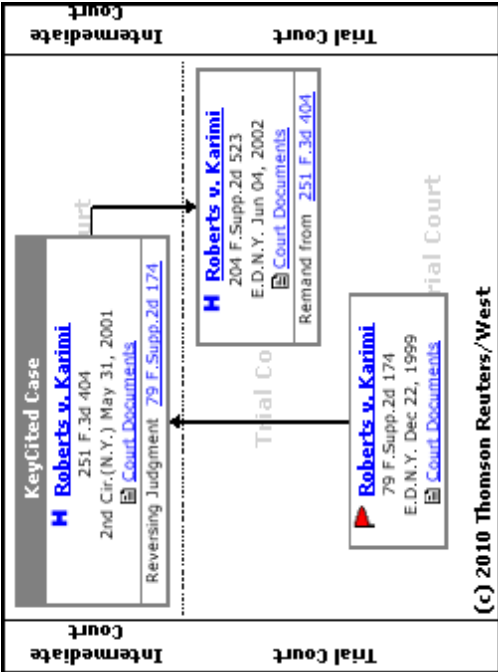
##### **E.D.N.Y. Expert Testimony**

- 42 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968843 (Expert Trial Transcript) (E.D.N.Y. Dec. 14, 1999) **Testimony of Defendant's Expert Witness, Barry Schuyler** (NO. 97CV04756)

Date of Printing: Feb 01, 2010

**KEYCITE**

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## KEYCITE

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- H** 2 Berman v. Sugo LLC, 580 F.Supp.2d 191, 202 (S.D.N.Y. Jun 12, 2008) (NO. 07 CIV. 1795 (RPP)) " **HN: 1,2 (F.3d)**
- H** 3 Banco Espirito Santo de Investimento, S.A. v. Citibank, N.A., 2003 WL 23018888, \*4 (S.D.N.Y. Dec 22, 2003) (NO. 03 CIV. 1537 (MBM)) " **HN: 1 (F.3d)**
- H** 4 Primetime 24 Joint Venture v. Echostar Communications Corp., 2002 WL 44133, \*7 (S.D.N.Y. Jan 11, 2002) (NO. 98 CIV 6738 RMB MHD) " **HN: 1 (F.3d)**

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- 6 Business and Commerical Litigation in Federal Courts s 43:37, Interplay between money damages and a request for specific performance (2009) **HN: 1 (F.3d)**
- 7 Business and Commerical Litigation in Federal Courts s 43:4, Generally (2009) **HN: 1 (F.3d)**
- 8 34 Causes of Action 2d 431, Cause of Action To Recover Damages for Buyer's Breach of Contract for Sale of Real Property (2009) **HN: 1 (F.3d)**
- 9 Federal Jury Practice and Instructions s 8:9, When to use special verdicts and written interrogatories (2009) **HN: 1 (F.3d)**
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- 13 New York Practice Series - New York Contract Law s 3:13, Oral agreements and the statute of frauds--Satisfying the writing requirement (2009)
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- 15 Residential Real Estate Transactions s 3:35, Specific performance by purchaser (2008) **HN: 2**

**(F.3d)**

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- C** 18 Wright & Miller: Federal Prac. & Proc. s 2507, Omitted Issues (2009)
- C** 19 Wright & Miller: Federal Prac. & Proc. s 2524, Standard of Sufficiency--In General (2009)
- C** 20 Wright & Miller: Federal Prac. & Proc. s 2532, Standard Distinguished From Other Procedures--Summary Judgment (2009)
- C** 21 CJS Specific Performance s 27, Generally (2009) **HN: 1 (F.3d)**
- C** 22 CJS Specific Performance s 4, Generally (2009) **HN: 1 (F.3d)**
- C** 23 CJS Specific Performance s 56, Real property (2009) **HN: 2 (F.3d)**
- 24 NY Jur. 2d Specific Performance s 24, Generally (2009) **HN: 2 (F.3d)**
- 25 NY Jur. 2d Specific Performance s 4, Specific performance as matter of court's discretion (2009) **HN: 1 (F.3d)**
- 26 NY Jur. 2d Specific Performance s 42, Impossibility of performance by defendant (2009) **HN: 2 (F.3d)**
- 27 NY Jur. 2d Specific Performance s 6, Adequacy of remedy at law (2009) **HN: 2 (F.3d)**
- 28 NY Jur. 2d Specific Performance s 8, Generally (2009) **HN: 1 (F.3d)**
- C** 29 DEVELOPMENTS IN THE SECOND CIRCUIT: 2000-2001, 34 Conn. L. Rev. 833, 980 (2002)
- 30 BREACH, RELATED CLAIMS PROCEED; PERFORMANCE ALLEGED, AGREEMENT REPUDIATION CLAIM REJECTED, 7/15/2009 N.Y. L.J. 31, col. 1, 31, col. 1 (2009) **HN: 1 (F.3d)**
- 31 ROBERTS V. KARIMI, 7/3/2002 N.Y. L.J. 29, col. 1, 29, col. 1+ (2002) **HN: 1 (F.3d)**
- 32 JURY TRIAL ISSUES, 795 Practising Law Institute Litigation and Administrative Practice: Litigation 521 (2009)
- 33 JURY TRIAL ISSUES, 772 Practising Law Institute Litigation and Administrative Practice: Litigation 293 (2008)
- 34 JURY TRIAL ISSUES, 754 Practising Law Institute Litigation and Administrative Practice: Litigation 275 (2007)
- 35 JURY TRIAL ISSUES, 738 Practising Law Institute Litigation and Administrative Practice: Litigation 255 (2006)
- 36 JURY TRIAL ISSUES, 720 Practising Law Institute Litigation and Administrative Practice: Litigation 251 (2005)
- 37 JURY TRIAL ISSUES, 706 Practising Law Institute Litigation and Administrative Practice: Litigation 443 (2004)
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- 39 JURY TRIAL ISSUES, 675 Practising Law Institute Litigation and Administrative Practice: Litigation 333 (2002)
- 40 BROKERS, BROKERAGE AGREEMENTS AND PRE-CONTRACT CONSIDERATIONS, 178 Practising Law Institute New York Law 33 (2008) **HN: 2 (F.3d)**

41 BROKERS, BROKERAGE AGREEMENTS AND PRE-CONTRACT CONSIDERATIONS, 540 Practising Law Institute Real Estate Law and Practice 35 (2007) **HN: 2 (F.3d)**

42 BROKERS, BROKERAGE AGREEMENTS AND PRE-CONTRACT CONSIDERATIONS, 159 Practising Law Institute New York Law 35 (2006) **HN: 2 (F.3d)**

## Court Documents

### Appellate Court Documents (U.S.A.)

#### Appellate Petitions, Motions and Filings

43 Chanel ARMSTRONG, a Minor, By her Mother and Natural Guardian, Carol Armstrong, Plaintiff-Appellees, v. BROOKDALE UNIVERSITY HOSPITAL and Medical Center and DR. Leon Lewis, Defendants-Appellants, Dr. Hani Takla, Dr. Mohammad Rahman, Darryl Coach and Physicians and Employees of Brookdale University Hospital and Medical Center, Defendants., 2005 WL 3949279, \*3949279+ (Appellate Petition, Motion and Filing) (2nd Cir. Oct 19, 2005) **Petition for Rehearing and En Banc Consideration** (NO. 02-7801-CV(L)03-9289) ★★ **HN: 1 (F.3d)**

#### Appellate Briefs

44 VILLAGE CONSTRUCTION CO., INC., Plaintiff-Counter-Defendant-Appellant-Cross-Appellee, Colonial Surety Company, Counterclaim-Defendant, v. CED CONSTRUCTION PARTNERS, LTD., Defendant-Counterclaim-Plaintiff-Appellee-Cross-Appellant., 2005 WL 5012579, \*5012579+ (Appellate Brief) (2nd Cir. Nov 16, 2005) **(Final Form) Brief for Plaintiff-Counter-Defendant-Appellant-Cross-Appellee** (NO. 05-2449-CV(L)05-3567) ★★

45 VALJEAN MANUFACTURING INC. and Martin Gruber, Plaintiffs-Counter-Defendants-Appellees-Cross-Appellants, Fred Gruber, Counter-Defendant-Appellee, v. MICHAEL WERDIGER, INC., Defendant-Counterclaimant-Appellant-Cross-Appellee, Richard Werdiger, Defendant., 2005 WL 5012456, \*5012456+ (Appellate Brief) (2nd Cir. Aug 22, 2005) **Reply Brief for Defendant-Counterclaimant-Appellant-Cross-Appellee** (NO. 05-0939-CV(L)05-1502) ★★

46 VILLAGE CONSTRUCTION CO., INC., Plaintiff-Counter-Defendant-Appellant-Cross-Appellee, Colonial Surety Company, Counterclaim-Defendant, v. CED CONSTRUCTION PARTNERS, LTD., Defendant-Counterclaim-Plaintiff-Appellee-Cross-Appellant., 2005 WL 5012575, \*5012575+ (Appellate Brief) (2nd Cir. Aug 19, 2005) **Proof Brief for Plaintiff-Counter-Defendant-Appellant-Cross-Appellee** (NO. 05-2449-CV(L)05-3567) ★★

47 VALJEAN MANUFACTURING INC. and Martin Gruber, Plaintiffs-Counter-Defendants-Appellees-Cross-Appellants, Fred GRUBER, Counter-Defendant-Appellee, v. MICHAEL WERDIGER, INC., Defendant-Counterclaimant-Appellant-Cross-Appellee, Richard WERDIGER, Defendant., 2005 WL 6069788, \*6069788+ (Appellate Brief) (2nd Cir. Aug 09, 2005) **Reply Brief for Defendant-Counterclaimant-Appellant-Cross-Appellee** (NO. 05-0939-CV(L), 05-1502-CV, L) " ★★ **HN: 1 (F.3d)**

- 48 Dennis ANUNZIATTA and Margaret Anunziatsta, Plaintiffs-Appellants, v. ORKIN EXTERMINATING COMPANY, INC., Defendant-Appellee., 2004 WL 3335317, \*3335317+ (Appellate Brief) (2nd Cir. Aug 21, 2004) **Brief for Defendant-Appellee** (NO. 03-7479-CV) ★ ★
- 49 THOROUGHbred TECHNOLOGY & TELECOMMUNICATIONS, INC., Plaintiff-Counter-Defendant-Appellee, v. WILLIAMS COMMUNICATIONS, LLC, f/k/a Williams Communications, Inc., Defendant-Counter-Claimant-Appellant., 2003 WL 23287093, \*23287093+ (Appellate Brief) (11th Cir. Aug 29, 2003) **Reply Brief of Appellant** (NO. 03-10794-CC03-10954-) ★ ★ **HN: 1 (F.3d)**
- 50 THOROUGHbred TECHNOLOGY & TELECOMMUNICATIONS, INC., Plaintiff-Counter-Defendant-Appellee, v. WILLIAMS COMMUNICATIONS, LLC, f/k/a Williams Communications, Inc., Defendant-Counter-Claimant-Appellant., 2003 WL 23287096, \*23287096+ (Appellate Brief) (11th Cir. Jul 03, 2003) **Brief of Appellant** (NO. 03-10794-CC03-10954-) " ★ ★ **HN: 1,2 (F.3d)**
- 51 UNITED STATES OF AMERICA, Plaintiff-Appellee, v. Lowell ROBERTS, Defendant-Appellant., 2002 WL 32813272, \*32813272+ (Appellate Brief) (11th Cir. Apr 11, 2002) **Brief for Appellant** (NO. 02-10018-FF) ★ ★ **HN: 1 (F.3d)**
- 52 UNITED STATES OF AMERICA, Plaintiff-Appellee, v. Lowell ROBERTS, Defendant-Appellant., 2002 WL 33948597, \*33948597+ (Appellate Brief) (11th Cir. Apr 11, 2002) **Brief for Appellant** (NO. 02-10018-FF) ★
- 53 HANDS-ON-MGT, INC., Plaintiff-Appellant, v. C.D.O. REALTY CORP., Defendant, Samana Management, LLC, Defendant-Respondent., 2003 WL 25654741, \*25654741+ (Appellate Brief) (N.Y.A.D. 1 Dept. Jun 10, 2003) **Brief of Defendant-Respondent** (NO. 1499) ★ **HN: 2 (F.3d)**
- 54 CANALI U.S.A., INC., Plaintiff-Respondent, v. SOLOW BUILDING COMPANY, L.L.C., Defendant-Appellant., 2002 WL 34349672, \*34349672+ (Appellate Brief) (N.Y.A.D. 1 Dept. Jan 02, 2002) **Brief for Plaintiff-Respondent** (NO. 403) ★ ★ **HN: 1 (F.3d)**
- 55 CANALI U.S.A., INC., Plaintiff-Respondent, v. SOLOW BUILDING COMPANY, L.L.C., Defendant-Appellant., 2001 WL 36091462, \*36091462+ (Appellate Brief) (N.Y.A.D. 1 Dept. Dec 03, 2001) **Brief for Defendant-Appellant** (NO. 403) ★ ★
- 56 John LIERE, Wayne Dupree and Justin Dupree, Plaintiffs-Appellants, v. Wide Awake FARMS, L.L.C. and Jacob Hay, Defendants-Respondents., 2004 WL 3719443, \*3719443+ (Appellate Brief) (N.Y.A.D. 2 Dept. Aug 25, 2004) **Brief of Plaintiffs-Appellants** (NO. 2004-01674) ★ ★ **HN: 1 (F.3d)**
- 57 RED HOOK MARBLE, INC., Plaintiff-Appellant, v. HERSKOWITZ & ROSENBERG, Defendant-Respondent., 2004 WL 3718712, \*3718712 (Appellate Brief) (N.Y.A.D. 2 Dept. Apr 22, 2004) **Brief for Plaintiff-Appellant** (NO. 2004-00920) ★
- 58 LD EXCHANGE, INC., Plaintiff-Appellant, v. ORION TELECOMMUNICATIONS CORP., Defendant-Respondent., 2002 WL 32721543, \*32721543+ (Appellate Brief) (N.Y.A.D. 2 Dept. May 23, 2002) **Brief for Defendant-Respondent** (NO. 2002-03642) ★ ★ **HN: 1,2 (F.3d)**
- 59 Gary FELDSTEIN, Plaintiff-Respondent, v. Jack ROUNICK, Defendant, Ulysses I & Company, Inc., Defendant-Appellant., 2002 WL 32723870, \*32723870+ (Appellate Brief) (N.Y.A.D. 2 Dept. Jan 28, 2002) **Reply Brief of Defendant-Appellant Ulysses I & Company, Inc.** (NO. 2001-05541) ★ ★

- 60 Gary FELDSTEIN, Plaintiff-Respondent, v. Jack ROUNICK, Defendant, Ulysses I & Company, Inc., Defendant-Appellant., 2001 WL 34687132, \*34687132+ (Appellate Brief) (N.Y.A.D. 2 Dept. Dec 21, 2001) **Brief of Defendant-Appellant Ulysses I & Company, Inc.** (NO. 2001-05541, 2001-08854) ★ ★ **HN: 2 (F.3d)**
- 61 George TSILOGIANNIS, Plaintiff-Respondent, v. 53-11 90TH STREET ASSOCIATES, INC., Zacharias D. Kritsas and Stavros Daifas, Defendants-Appellants., 2001 WL 34683750, \*34683750 (Appellate Brief) (N.Y.A.D. 2 Dept. Dec 11, 2001) **Appellants' Brief** ★ **HN: 2 (F.3d)**

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#### Trial Pleadings

- 62 ULYSSES I & COMPANY, INC., Plaintiff, v. Gary FELDSTEIN, Defendant., 2001 WL 34765743, \*34765743 (Trial Pleading) (S.D.N.Y. Nov 21, 2001) **Second Amended Complaint Plaintiff Demands A Trial by Jury** (NO. 013102, LAK) ★ ★

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- 63 KEY ITEMS, INC., Plaintiff, v. ULTIMA DIAMONDS, INC., Global Jewellery Solutions Ltd., Ultima 2008 Ltd., and Edward Maierovitz, Defendants., 2009 WL 4838926, \*4838926 (Trial Motion, Memorandum and Affidavit) (S.D.N.Y. Sep 11, 2009) **Memorandum of Law in Support of Defendant Ultima 2008, Ltd.'s Motion to Dismiss Under Fed. R.civ.P. 12(b)(6)** (NO. 109CV03729) ★ ★
- 64 KEY ITEMS, INC., Plaintiff, v. ULTIMA DIAMONDS, INC., Global Jewellery Solutions LTD., Ultima 2008 LTD., and Edward Maierovitz, Defendants., 2009 WL 4838928, \*4838928 (Trial Motion, Memorandum and Affidavit) (S.D.N.Y. Sep 11, 2009) **Reply Memorandum of Law in Further Support of Defendant Ultima 2008, Ltd's Motion to Dismiss Under Fed. R.civ.P.12(b)(6)** (NO. 109CV03729) ★ ★
- 65 AMUSEMENT INDUSTRY, INC. (dba Westland Industries), and Practical Finance Co., Inc., Plaintiffs, v. Moses STERN (aka Mark Stern), Joshua Safrin, First Republic Group Realty LLC, Ephraim Frenkel, Land Title Associates Escrow and Avery Egert, Defendants., Joshua SAFRIN, Defendant/Third Party-Crossclaim-Counterclaim-Plaintiff, v. Stephen FRIEDMAN, Steven Alevy, Buchanan Ingersoll & Rooney, P.C., Bankers Capital Realty Advisors LLC, and First, 2009 WL 3191748, \*3191748+ (Trial Motion, Memorandum and Affidavit) (S.D.N.Y. Jul 14, 2009) **Memorandum of Law in Support of Motion to Dismiss Third Party Complaint of Mark Stern and First Republic Group Realty, LLC Against Avery Egert** (NO. 107CV11586) " ★ ★ **HN: 2 (F.3d)**
- 66 Gerald OSCAR, Individually and On Behalf Of All Others Similarly Situated, Plaintiffs, v. MINI USA, BMW of North America, LLC and Goodyear Tire & Rubber Company, Inc., Defendants., 2009 WL 2460278, \*2460278+ (Trial Motion, Memorandum and Affidavit) (S.D.N.Y. Jun 05, 2009) **Brief in Support of Motion to Dismiss Counts I, VII, VIII, X, and XI of Plaintiff's Complaint and to Strike Overbroad Class Allegations** (NO. 09-00011) ★ ★ **HN: 1,2 (F.3d)**
- 67 ALPHARMA INC., Plaintiff, v. WYETH, Defendant., 2008 WL 5593793, \*5593793+ (Trial Motion, Memorandum and Affidavit) (S.D.N.Y. Nov 04, 2008) **Alpharma Inc.'s Motion to Dismiss**



- Wyeth's Counterclaims and Memorandum of Law in Support Thereof** (NO. 108-CV-6290, LTS) " ★ ★ HN: 1,2 (F.3d)
- 68 RD. WEIS & COMPANY, INC., Plaintiff, v. THE CHILDREN'S PLACE RETAIL STORES, Inc., Defendant., 2008 WL 4486485, \*4486485 (Trial Motion, Memorandum and Affidavit) (S.D.N.Y. Aug 07, 2008) **Plaintiff's Memorandum of Law in Opposition to Defendant's Motion to Dismiss the Complaint** (NO. 08CV4245, WCC) " ★ ★ HN: 1,2 (F.3d)
- 69 In re ASIA GLOBAL CROSSING, LTD. et al, Debtors. 360NETWORKS COPRORATION, Appellant, v. Robert L. GELTZER, as Chapter 7 Trustee of the Estate of Asia Global Crossing, Ltd., Appellee., 2008 WL 3154278, \*3154278+ (Trial Motion, Memorandum and Affidavit) (S.D.N.Y. May 09, 2008) **Brief of Appellee-Trustee Robert L. Geltzer** (NO. 108CV03148) ★ ★
- 70 POLARGRID LLC, Plaintiff, v. VIDESH SANCHAR NIGAM LIMITED, Defendant. VIDESH SANCHAR NIGAM LIMITED, Counterclaim-Plaintiff, v. POLARGRID LLC, Polarnet Project Ltd., Zao Polarnet, Polarnet Project Holdings, Boston Equity Advisors LLC, James Hickman, Arnold Freedman, Mark Butts and Does 1-20, Counterclaim-Defendants., 2008 WL 2305088, \*2305088+ (Trial Motion, Memorandum and Affidavit) (S.D.N.Y. Mar 11, 2008) **Defendant's Post Trial Brief** (NO. 104CV09578) ★ ★
- 71 ESTATE OF MICHAEL ALBIN, Galia Albin, as Executrix of Michael Albin and as Heiress to Michael Albin, Individually and Derivatively On Behalf of Mertz Real Estate, Inc., Plaintiff, v. MERTZ, LLC, UZI Ruskin, et al., Defendants, Mertz Real Estate, Inc., Nominal Defendant., 2006 WL 2843129, \*2843129+ (Trial Motion, Memorandum and Affidavit) (S.D.N.Y. Aug 15, 2006) **Memorandum of Defendants UZI Ruskin and Related Entities in Support of Their Motion for Summary Judgment** (NO. 05CIV3440, KMW) ★ ★
- 72 STANTON SCHERER, ET AL., v. GAILDON MEDICAL SYSTEMS, INC., et al., 2006 WL 6019014, \*6019014+ (Trial Motion, Memorandum and Affidavit) (S.D.N.Y. Aug 02, 2006) **Defendant Peter Kane's Memorandum of Law In Support of His Motion for Judgment As a Matter of Law Pursuant to F.r.p. Rule 50 or Alternatively for a New Trial Pursuant to F.r.c.p. Rules 50 and 59** (NO. 198CV03186) ★ ★
- 73 Re: PAMI-LEMB INC., et al., v. EMB/NHC, L.L.C., 2004 WL 5369605, \*5369605 (Trial Motion, Memorandum and Affidavit) (Del.Ch. Apr 12, 2004) **Trial Motion, Memorandum and Affidavit** (NO. 259-N) ★ ★
- 74 PARK 55 ASSETS, LLC, Plaintiff, v. WEST END SPECIAL OPPORTUNITY FUND, LP and West End Financial Advisors, LLC, Defendants., 2007 WL 4973952, \*4973952 (Trial Motion, Memorandum and Affidavit) (N.Y.Sup. Aug 17, 2007) **Defendants' Reply Memorandum of Law In Support of Motion to Dismiss the Complaint** (NO. 601071/07) ★
- 75 BONGO APPAREL, INC., Plaintiff, v. ICONIX BRAND GROUP f/k/a Candie's Inc., and IP Holdings, LLC, Defendants., 2006 WL 6065780, \*6065780+ (Trial Motion, Memorandum and Affidavit) (N.Y.Sup. Nov 10, 2006) **Memorandum of Law In Opposition to Plaintiff's Cross-Motion for Partial Summary Judgment** (NO. 601903/06) ★ ★

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- 76 Resource Realty EXCHANGE, et al. v. Carl F. SCHANEY., 2004 WL 3691782, \*3691782 (Trial Filing) (Ohio Com.Pl. Sep 07, 2004) **Plaintiffs' Closing Argument** (NO. 493105) ★ ★ HN: 1 (F.3d)



**KEYCITE**

**H** **Roberts v. Karimi**, 251 F.3d 404 (2nd Cir.(N.Y.),May 31, 2001) (NO. 00-7193(L), AUGUSTTERM2000DOCKET, 00-7195(CON), 00-7197(XAP))

**History****Direct History**

- ▶ 1 Roberts v. Karimi, 79 F.Supp.2d 174 (E.D.N.Y. Dec 22, 1999) (NO. 97-CV-4756 ADS)  
*Judgment Reversed by*
- => 2 **Roberts v. Karimi**, 251 F.3d 404 (2nd Cir.(N.Y.) May 31, 2001) (NO. 00-7193(L), 00-7195(CON), 00-7197(XAP), AUGUSTTERM2000DOCKET)  
*On Remand to*
- H** 3 Roberts v. Karimi, 204 F.Supp.2d 523 (E.D.N.Y. Jun 04, 2002) (NO. 97-CV-4756(ADS))

**Court Documents****Appellate Court Documents (U.S.A.)****C.A.2 Appellate Briefs**

- 4 Todd M. ROBERTS, Plaintiff-Appellee-Cross-Appellant, v. Mahmood Karimi and Johanna KARIMI, Defendants-Appellants-Cross-Appellees., 2000 WL 33981243 (Appellate Brief) (C.A.2 Jun. 28, 2000) **Brief for Plaintiff-Appellee-Cross-Appellant** (NO. 00-7193(L))
- 5 Todd M. ROBERTS, Plaintiff-Appellee-Cross-Appellant, v. Mahmood Karimi and Johanna KARIMI, Defendants-Appellants-Cross-Appellees., 2000 WL 33981244 (Appellate Brief) (C.A.2 Jul. 24, 2000) **Defendants-Appellants/Cross Appellees Mahmood Karimi and Johanna Karimi's Brief in Response to the Brief for Plaintiff-Appellee/Cross-Appellant and in Reply on Defendants-Appellants/Cross-Appellees' A** (NO. 00-7193(L))

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- 6 Todd M. ROBERTS Plaintiff, v. Mahmood KARIMI and Johanna L. Karimi, Defendants., 1997 WL 34648035 (Trial Pleading) (E.D.N.Y. Aug. 15, 1997) **Complaint** (NO. CV974756)

**E.D.N.Y. Expert Testimony**

- 7 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968843 (Expert Trial Transcript) (E.D.N.Y. Dec. 14, 1999) **Testimony of Defendant's Expert Witness, Barry Schuyler** (NO. 97CV04756)

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- 8 Todd M. ROBERTS, Plaintiff, v. Dr Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34840758 (Trial Motion, Memorandum and Affidavit) (E.D.N.Y. Sep. 20, 1999) **Reply Affirmation in Support of and Memorandum of Law in Support of Defendants' Motion for Summary Judgment** (NO. 974756, ADS)
- 9 Todd M. ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Jobianna Karimi., Defendants., 2000 WL 34505952 (Trial Motion, Memorandum and Affidavit) (E.D.N.Y. Sep. 20, 2000) **Reply Affirmation in Support of and Memorandum of Law in Support of Defendants' Motion for Summary Judgment** (NO. 00-7193, 9:97CV04756)

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- 10 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968662 (Trial Transcript) (E.D.N.Y. Dec. 7, 1999) **Morning Business of the Court** (NO. 97CV04756)
- 11 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968663 (Trial Transcript) (E.D.N.Y. Dec. 7, 1999) **Plaintiff Todd Roberts' Opening Statement** (NO. 97CV04756)
- 12 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968664 (Trial Transcript) (E.D.N.Y. Dec. 7, 1999) **Defendant Dr. Mahmood Karimi, et al.'s Opening Statement** (NO. 97CV04756)
- 13 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968665 (Trial Transcript) (E.D.N.Y. Dec. 7, 1999) **Testimony of Plaintiff's Witness, Deborah Foglia** (NO. 97CV04756)
- 14 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968666 (Trial Transcript) (E.D.N.Y. Dec. 7, 1999) **Testimony of Plaintiff's Witness, Todd Roberts** (NO. 97CV04756)
- 15 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968667 (Trial Transcript) (E.D.N.Y. Dec. 7, 1999) **Testimony of Plaintiffs Witness, Karen Napolitano** (NO. 97CV04756)
- 16 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968669 (Trial Transcript) (E.D.N.Y. Dec. 13, 1999) **Morning Business of the Court** (NO. 97CV04756)
- 17 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968670 (Trial Transcript) (E.D.N.Y. Dec. 13, 1999) **Testimony of Plaintiff's Witness, Johanna Karimi** (NO. 97CV04756)
- 18 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968671 (Trial Transcript) (E.D.N.Y. Dec. 13, 1999) **Testimony of Plaintiff's Witness, Dr. Mahmood Karimi** (NO. 97CV04756)
- 19 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968672 (Trial Transcript) (E.D.N.Y. Dec. 13, 1999) **Afternoon Business of the Court** (NO. 97CV04756)

- 20 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968916 (Trial Transcript) (E.D.N.Y. Dec. 14, 1999) **Hearing on Plaintiff Todd Roberts' Motion to Admit** (NO. 97CV04756)
- 21 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968917 (Trial Transcript) (E.D.N.Y. Dec. 14, 1999) **Hearing on Defendant Dr. Mahmood Karimi, et al.'s Motion for Judgment as a Matter of Law** (NO. 97CV04756)
- 22 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968918 (Trial Transcript) (E.D.N.Y. Dec. 14, 1999) **Testimony of Defendant's Witness, Dr. Mahmood Karimi** (NO. 97CV04756)
- 23 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968919 (Trial Transcript) (E.D.N.Y. Dec. 14, 1999) **Testimony of Defendant's Witness, Ellen Fitzpatrick** (NO. 97CV04756)
- 24 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968920 (Trial Transcript) (E.D.N.Y. Dec. 14, 1999) **Testimony of Defendant's Witness, John J. Munzel** (NO. 97CV04756)
- 25 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968921 (Trial Transcript) (E.D.N.Y. Dec. 14, 1999) **Afternoon Business of the Court** (NO. 97CV04756)
- 26 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968922 (Trial Transcript) (E.D.N.Y. Dec. 14, 1999) **Testimony of Plaintiff's Witness, Todd Roberts** (NO. 97CV04756)
- 27 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and JOHANNA KARIMI, Defendants., 1999 WL 34968923 (Trial Transcript) (E.D.N.Y. Dec. 14, 1999) **Afternoon Business of the Court** (NO. 97CV04756)
- 28 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968924 (Trial Transcript) (E.D.N.Y. Dec. 14, 1999) **Hearing on Defendant Dr. Mahmood Karimi, et al.'s Motion on Promissory Estoppel** (NO. 97CV04756)
- 29 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968925 (Trial Transcript) (E.D.N.Y. Dec. 15, 1999) **Hearing on Plaintiff Todd Roberts's Motion for Damages** (NO. 97CV04756)
- 30 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34969239 (Trial Transcript) (E.D.N.Y. Dec. 15, 1999) **Morning Business of the Court** (NO. 97CV04756)
- 31 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34969240 (Trial Transcript) (E.D.N.Y. Dec. 15, 1999) **Plaintiff Todd Robert's Motion for Promissory Estoppel** (NO. 97CV04756)
- 32 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34969241 (Trial Transcript) (E.D.N.Y. Dec. 15, 1999) **Afternoon Business of the Court** (NO. 97CV04756)
- 33 Todd M. ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna L. Karimi, Defendants., 1999 WL 34969237 (Trial Transcript) (E.D.N.Y. Dec. 16, 1999) **Plaintiff Todd M. Roberts' Closing Statement** (NO. 97CV04756)

- 34 Todd M. ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna L. Karimi, Defendants., 1999 WL 34969238 (Trial Transcript) (E.D.N.Y. Dec. 16, 1999) **Defendant, Dr. Mahmood Karimi, et al.'s Closing Statement and Plaintiffs Rebuttal** (NO. 97CV04756)
- 35 Todd M. ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna L. Karimi, Defendants., 1999 WL 34969235 (Trial Transcript) (E.D.N.Y. Dec. 17, 1999) **Judge's Instructions/Charge to the Jury** (NO. 97CV04756)
- 36 Todd M. ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna L. Karimi, Defendants., 1999 WL 34969236 (Trial Transcript) (E.D.N.Y. Dec. 17, 1999) **Reading of the Verdict** (NO. 97CV04756)
- 37 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968668 (Trial Transcript) (E.D.N.Y. Dec. 20, 1999) **Hearing on Defendant Dr. Mahmood Karimi, et al.'s Motion for Judgment** (NO. 97CV04756)

#### **Dockets (U.S.A.)**

##### **C.A.2**

- 38 ROBERTS v. KARIMI, ET AL, NO. 00-7193 (Docket) (C.A.2 Feb. 08, 2000)
- 39 ROBERTS v. KARIMI, ET AL, NO. 00-7195 (Docket) (C.A.2 Feb. 10, 2000)
- 40 ROBERTS v. KARIMI, ET AL, NO. 00-7197 (Docket) (C.A.2 Feb. 14, 2000)

##### **E.D.N.Y.**

- 41 ROBERTS v. KARIMI, ET AL, NO. 9:97cv04756 (Docket) (E.D.N.Y. Aug. 15, 1997)

#### **Expert Court Documents (U.S.A.)**

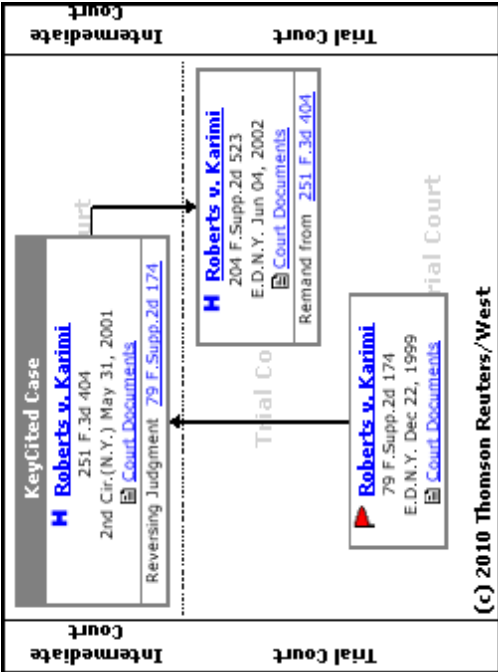
##### **E.D.N.Y. Expert Testimony**

- 42 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968843 (Expert Trial Transcript) (E.D.N.Y. Dec. 14, 1999) **Testimony of Defendant's Expert Witness, Barry Schuyler** (NO. 97CV04756)

Date of Printing: Feb 01, 2010

**KEYCITE**

**H** **Roberts v. Karimi**, 251 F.3d 404 (2nd Cir.(N.Y.), May 31, 2001) (NO. 00-7193(L), AUGUSTTERM2000DOCKET, 00-7195(CON), 00-7197(XAP))



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## KEYCITE

**H** **Roberts v. Karimi**, 251 F.3d 404 (2nd Cir.(N.Y.) May 31, 2001) (NO. 00-7193(L), AUGUSTTERM2000DOCKET, 00-7195(CON), 00-7197(XAP))

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- 7 Business and Commerical Litigation in Federal Courts s 43:4, Generally (2009) **HN: 1 (F.3d)**
- 8 34 Causes of Action 2d 431, Cause of Action To Recover Damages for Buyer's Breach of Contract for Sale of Real Property (2009) **HN: 1 (F.3d)**
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**(F.3d)**

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**KEYCITE**

**H** **Roberts v. Karimi**, 251 F.3d 404 (2nd Cir.(N.Y.),May 31, 2001) (NO. 00-7193(L), AUGUSTTERM2000DOCKET, 00-7195(CON), 00-7197(XAP))

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- ▶ 1 Roberts v. Karimi, 79 F.Supp.2d 174 (E.D.N.Y. Dec 22, 1999) (NO. 97-CV-4756 ADS)  
*Judgment Reversed by*
- => 2 **Roberts v. Karimi**, 251 F.3d 404 (2nd Cir.(N.Y.) May 31, 2001) (NO. 00-7193(L), 00-7195(CON), 00-7197(XAP), AUGUSTTERM2000DOCKET)  
*On Remand to*
- H** 3 Roberts v. Karimi, 204 F.Supp.2d 523 (E.D.N.Y. Jun 04, 2002) (NO. 97-CV-4756(ADS))

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- 5 Todd M. ROBERTS, Plaintiff-Appellee-Cross-Appellant, v. Mahmood Karimi and Johanna KARIMI, Defendants-Appellants-Cross-Appellees., 2000 WL 33981244 (Appellate Brief) (C.A.2 Jul. 24, 2000) **Defendants-Appellants/Cross Appellees Mahmood Karimi and Johanna Karimi's Brief in Response to the Brief for Plaintiff-Appellee/Cross-Appellant and in Reply on Defendants-Appellants/Cross-Appellees' A** (NO. 00-7193(L))

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- 6 Todd M. ROBERTS Plaintiff, v. Mahmood KARIMI and Johanna L. Karimi, Defendants., 1997 WL 34648035 (Trial Pleading) (E.D.N.Y. Aug. 15, 1997) **Complaint** (NO. CV974756)

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- 7 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968843 (Expert Trial Transcript) (E.D.N.Y. Dec. 14, 1999) **Testimony of Defendant's Expert Witness, Barry Schuyler** (NO. 97CV04756)



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- 11 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968663 (Trial Transcript) (E.D.N.Y. Dec. 7, 1999) **Plaintiff Todd Roberts' Opening Statement** (NO. 97CV04756)
- 12 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968664 (Trial Transcript) (E.D.N.Y. Dec. 7, 1999) **Defendant Dr. Mahmood Karimi, et al.'s Opening Statement** (NO. 97CV04756)
- 13 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968665 (Trial Transcript) (E.D.N.Y. Dec. 7, 1999) **Testimony of Plaintiff's Witness, Deborah Foglia** (NO. 97CV04756)
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- 18 Todd ROBERTS, Plaintiff, v. Dr. Mahmood KARIMI and Johanna Karimi, Defendants., 1999 WL 34968671 (Trial Transcript) (E.D.N.Y. Dec. 13, 1999) **Testimony of Plaintiff's Witness, Dr. Mahmood Karimi** (NO. 97CV04756)
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##### **C.A.2**

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- 39 ROBERTS v. KARIMI, ET AL, NO. 00-7195 (Docket) (C.A.2 Feb. 10, 2000)
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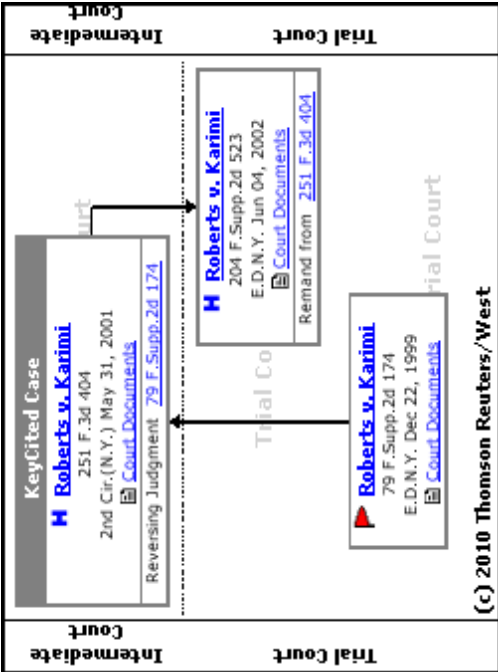
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Date of Printing: Feb 01, 2010

**KEYCITE**

**H** **Roberts v. Karimi**, 251 F.3d 404 (2nd Cir.(N.Y.), May 31, 2001) (NO. 00-7193(L), AUGUSTTERM2000DOCKET, 00-7195(CON), 00-7197(XAP))



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## KEYCITE

**H** **Roberts v. Karimi**, 251 F.3d 404 (2nd Cir.(N.Y.) May 31, 2001) (NO. 00-7193(L), AUGUSTTERM2000DOCKET, 00-7195(CON), 00-7197(XAP))

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