

## Breach of Contract and Unjust Enrichment

A significant portion of our practice is dedicated to representing businesses and individuals in every type of business contract dispute, whether one has been damaged by a breach and or accused of committing a contractual breach. The Robbins Firm has represented clients in matters ranging from high-dollar supply and service contracts to personal employment agreements. Our Atlanta contract litigation attorneys have assisted clients in pursuing their interests at every stage of the litigation process, whether securing favorable early settlements or protecting trial verdicts on appeal. We are also experienced in handling cases through alternative dispute resolution forums, including arbitration and mediation.

### Representative Matters

- In a dispute involving approximately \$30 Million in a British Virgin Islands offshore investment vehicle, the Firm successfully defended an individual against breach of contract and other claims brought by a number of European investors. While finding that the Plaintiffs had entered into investment agreements with the British Virgin Islands investment vehicle itself, the Court found that no evidence existed to support Plaintiffs' claims that they entered into contracts with our client, individually, or relied on our client to provide investment advice related to the investments. The court dismissed Plaintiffs' complaint in its entirety.
- Our firm represented a longtime technology client in a JAMS arbitration against a former customer for wrongful termination of a multi-year service agreement. After an arbitration hearing, the arbitrator issued an award in our client's favor. The arbitrator concluded that the customer's termination was wrongful, and awarded our client over \$1 million.
- We represented the developer of a luxury hotel and residential condominium building in arbitration against a condominium unit purchaser who alleged that the building's elevators were so disruptive that they made the unit uninhabitable. The firm successfully moved for summary judgment on the majority of plaintiff's claims, including breach of contract, negligent misrepresentation, and fraud. The parties agreed to settlement terms favorable to our client for Plaintiff's remaining claims shortly thereafter.
- Our client, the owner and manager of several commercial rental properties, was sued in United States District Court under a theory of unjust enrichment. Plaintiffs alleged that our client had received approximately \$4 million in trust monies despite not being a beneficiary of the trusts. After four days of trial, we moved for, and were granted, judgment as a matter of law on the unjust enrichment claims asserted against our client.
- The Firm represented a real estate developer who had acquired a large tract of land for redevelopment into a neighborhood. Our client had entered into option agreements with the owners of

the various parcels which made up the tract of land, and was on a strict time schedule to close on each of those parcels, or risk losing any return on its investment. One of the owners refused to close on the sale, despite our client exercising its option to purchase the land. Ultimately, we intervened in a lawsuit which purported to place a cloud on the title of the property, and sought immediate emergency relief from the court. Through litigation pressure, and time-sensitive negotiations, we ultimately achieved a closing for our client, and for the price agreed upon in the option agreement.

- We secured an appellate decision upholding a jury award in a dispute between business partners over compensation structure. Following a week-long trial in 2014, a jury awarded our client almost \$250,000 in damages for breach of a compensation agreement. The defendant appealed, arguing that the trial judge should have set aside the verdict because the agreement was unenforceable. In a unanimous opinion, the Court of Appeals rejected all of the defendants' arguments, holding that there was sufficient evidence in the record to support the jury's decision that our client was owed money under the compensation agreement
- We assisted a company spokesperson in protecting his contract rights against a national tobacco company that had hired him to assist in producing and promoting a youth anti-smoking program. Following a merger, the tobacco company's successor attempted to terminate the agreement and deny the spokesperson any additional compensation. The Robbins Firm, on behalf of the spokesperson, presented the successor with contractual analysis showing that the purported termination was ineffective and that, pursuant to the "pay or play" compensation provision of the contract, its obligation to pay continued through the remainder of the contract's term. The successor company agreed to pay all outstanding amounts due under the contract.
- In a matter of first impression, the Robbins Firm defeated a motion for attorney fees filed against its client in case where we had previously won a \$245,000 jury verdict for our client on a claim for breach of contract. Defendants had filed a claim for fees under O.C.G.A. § 9-11-68, arguing that because the verdict was not specifically allocated to any of the client's related tort claims, the "final judgment" did not exceed a previous offer of judgment, thereby entitling defendants to fees under the fee shifting statute. The Robbins Firm opposed defendants' motion, arguing in a case of first impression that the term "final judgment" in O.C.G.A. § 9-11-68 meant the entire judgment regardless of how the jury allocated the total dollar amount. The Court agreed, and denied the defendants motion for fees in full.
- The Robbins Firm successfully represented a Fortune 100 company in a recent multi-million dollar contract dispute with a real estate investment firm involving the company's lease of 100,000 Sq. Ft. of office space in north Atlanta. The property, which was part of a previously troubled CMBS trust, had housed the company's regional headquarters. Richard Robbins and Vincent Russo worked with in-house counsel for the company to structure a settlement that allowed the company to proceed with its plans to move to a new location in Atlanta and save the company approximately \$4 million in future liabilities.
- We represented a leading provider in contact center technology solutions in connection with a variety of contract disputes. In a recent arbitration, in which our client was sued for breach of contract and unjust enrichment, our client counterclaimed to enforce a contractual notice and cure provision. After a week-long arbitration with JAMS, our client obtained a dismissal of all claims against it plus a seven-figure award for breach of contract damages.

- We prevailed in the Georgia Court of Appeals in a case involving the Atlanta Housing Authority and the revitalization of the former Perry Homes in West Atlanta. Our client had provided consulting services crucial to winning a proposal but was not compensated for her work.