

Firm Secures Reversal of Summary Judgment Requiring Client to Pay Over \$1.7 Million

Today, Robbins Firm attorneys Richard Robbins and Heather Sharp secured the reversal of a trial court's grant of summary judgment ordering their clients to purchase certain residential property and pay the Sellers' Broker's commission and attorneys' fees. The client (or Buyers) entered an agreement to purchase a residential property but, a few weeks before the scheduled closing, terminated the agreement because they unexpectedly had to move and forfeited the earnest money deposit. The Sellers and Broker sued the Buyers seeking both specific performance of the agreement as well as Broker's commission, and attorneys' fees and other incidental costs. The Court held that the Sellers of residential property could not sue the Buyer for specific performance because the earnest money and ability to put the Property back on the market was an adequate remedy. In addition, the Court held that ordering Buyer to pay the Broker's full commission was an unenforceable penalty because (1) "the Broker had not performed *any* significant efforts to sell the Property" and (2) "the Sellers encouraged the Broker to sue for its commissions in order to strengthen the Sellers' 'case ' and force the Buyers to 'cave' i.e. acquiesce and close on the Property."

For more information, please contact Richard Robbins.