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# Hughes Hubbard & Reed

## Firm Wins Victory for Bumble in Contract Case

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**July 11, 2022** – On June 28, HHR achieved another victory for Bumble when the Appellate Division of the New York Supreme Court unanimously affirmed the trial court's decision granting the dating app's motion for summary judgment in a lawsuit it brought against restaurant company L&L NY 5 Inc. over a failed sublease.

The case stems from a dispute between the two parties as to whether Bumble had the right to terminate an agreement for the sublease of a commercial space in Manhattan after L&L failed to promptly obtain the landlord's consent to the sublease. In an October 2021 decision, Justice Arlene Bluth of the New York Supreme Court granted summary judgment to Bumble on all claims, finding that, although the parties' agreement was ambiguous as to what would happen if the landlord did not render a clear decision on whether to approve the sublease, the extrinsic evidence as to the parties' intent clearly favored Bumble's position.

Justice Bluth ordered L&L to return all fees that Bumble paid to secure the sublease, plus interest, and allowed Bumble to file a motion to recover its attorneys' fees and costs. In February, HHR earned a complete victory for Bumble when the Court granted Bumble over \$360,000 in attorney's fees and costs.

L&L appealed the trial court's decision, arguing that the trial court was not entitled to consider extrinsic evidence in interpreting an ambiguous agreement and that, in any event, the evidence did not support Bumble's interpretation of the agreement. The Appellate Division disagreed, unanimously siding with Bumble and holding that, to the extent the parties' agreement was ambiguous, the extrinsic evidence resolved that ambiguity. The Appellate Division's decision cannot be further challenged as it doesn't fall within the narrow grounds for an appeal to the New York Court of Appeals, effectively ending the case.

Fara Tabatabai argued the appeal. The HHR team also included Dan Weiner and paralegal Vienna Roche.

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**Fara Tabatabai**



**Daniel H. Weiner**

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