

**Vaysburd v Grant Thornton, LLP**

2026 NY Slip Op 30095(U)

January 12, 2026

Supreme Court, New York County

Docket Number: Index No. 656862/2022

Judge: Lori S. Sattler

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This opinion is uncorrected and not selected for official publication.

**SUPREME COURT OF THE STATE OF NEW YORK  
NEW YORK COUNTY**

**PRESENT: HON. LORI S. SATTLER PART 02M**

*Justice*

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BORIS VAYSBURD

Plaintiff,

- v -

GRANT THORNTON, LLP,

Defendant.

-----X

INDEX NO. 656862/2022

MOTION DATE 05/07/2025

MOTION SEQ. NO. 002

**DECISION + ORDER ON  
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 002) 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89

were read on this motion to/for SUMMARY JUDGMENT(AFTER JOINDER).

In this action alleging a failure to pay an annual bonus, Defendant Grant Thornton, LLP (“Defendant”), moves for summary judgment seeking dismissal of the complaint. Plaintiff Boris Vaysburd (“Plaintiff”) opposes this motion.

Defendant is a financial services company. Plaintiff was a Managing Director of Defendant’s Corporate Value Consulting team from approximately March 2020 until his termination in July 2021. According to Plaintiff, based on what he was told during the interview process, he understood that his compensation would include an annual bonus approximately equal to ten percent of his managed revenue, and that he would be presented with certain goals, the meeting of which would be the basis for his bonus (NYSCEF Doc. No. 73, Plaintiff’s Affidavit ¶ 7; NYSCEF Doc. No. 54, Plaintiff’s EBT at 9-10).

Prior to the commencement of his employment, Plaintiff received a written office letter providing, *inter alia*, that he “will be eligible for the annual bonus program based on firm business and individual performance” (NYSCEF Doc. No. 57, 2 “Offer Letter”; Plaintiff’s EBT at 12). The

Offer Letter does not list any requirements for eligibility for the bonus, and Plaintiff asserts that, other than a list of benefits (NYSCEF Doc. No. 59), no other documents were provided at the time he signed this Letter (NYSCEF Doc. No. 73, Plaintiff's Affidavit ¶ 6; Plaintiff's EBT at 8). At some point around the signing of the Offer Letter, Plaintiff received from Defendant a document which included an overview of his role, listing among his tasks "client facing and outbound sales" as well as setting specific financial goals for him for the first 24 months of his employment (NYSCEF Doc. 80; Plaintiff's EBT at 12-13). The only financial goal listed was managed revenue, expected to be \$1.5 million in 24 months, with the reservation that additional goals would need to be established in a scorecard (*id.*).

Defendant further provided Plaintiff with an "Advisory Managing Director Variable Pay Plan," which described additional eligibility criteria for the annual bonus and provided that "[t]he firm reserves the right to unilaterally modify the terms and conditions of the Variable Pay Plan or revoke the Variable Pay Plan in its entirety, at any time" (NYSCEF Doc. No. 66, "Variable Pay Plan"). Plaintiff asserts that he was provided with this document only after his employment was terminated (Plaintiff's EBT at 18), while Defendant alleges that Plaintiff had access to it throughout his employment and was invited to meetings in which it was discussed (NYSCEF Doc. No. 60).

In November 2020, Plaintiff received an email which included new performance goals for the financial year that began three months earlier in August 2020 (NYSCEF Doc. No. 64; NYSCEF Doc. No. 55, Melville's EBT at 8, 19). These new goals included higher managed revenue numbers than the expectation previously communicated to Plaintiff, along with new specific goals for sales and income before expenses, and new targets for usage of Defendant's offshore center (NYSCEF

Doc. No. 64; Melville's EBT at 15-20). Defendant alleges that these goals were comparable for all employees situated similarly to Plaintiff (Melville's EBT at 32-33).

Around July 27, 2021, Plaintiff was told his employment with Defendant was being terminated purportedly for performance-related reasons which Plaintiff disputes (Plaintiff's EBT at 16; Plaintiff's Affidavit ¶ 19). According to Plaintiff, he was notified of his termination three days prior to the payment of bonuses (Plaintiff's Affidavit ¶ 19). Plaintiff then received a letter confirming his termination, which provided that he would continue to receive his base salary until October 22, 2021 and that he had the opportunity to elect the continuance of health benefits, and was informed of certain rights regarding his 401(k) funds (NYSCEF Doc. No. 69, Termination Letter). Plaintiff was not paid a bonus.

Plaintiff commenced this action interposing six causes of action for breach of contract, unjust enrichment, fraud in inducement, violation of NY Labor Law Section 198, workplace discrimination, and quantum meruit. Plaintiff maintains the language of the Offer Letter, along with the representations made to him at the time of his hiring, entitle him to a bonus as part of his compensation package, and that he should have been paid it despite being terminated prior to the payment of bonuses because he continued to receive his salary and other benefits for three months after bonuses were paid out.

Defendant moved to dismiss the Complaint, and the Court dismissed the causes of action for fraudulent inducement, violation of NY Labor Law Section 198, and workplace discrimination, based in part on a finding that the record indicated that "defendant disclosed the fact that any bonus was discretionary and dependent, in part, upon factors outside of plaintiff's control" (NYSCEF Doc. No. 35, Order, Adams, J.). Nevertheless, the Court, affording Plaintiff every favorable inference, declined to dismiss the breach of contract, unjust enrichment, and quantum meruit

claims “as he alleges that certain of defendant’s protocols, as plaintiff understood them, may have been ignored in determining and awarding his compensation.” Now, having completed all discovery, Defendant moves for summary judgment on the remaining causes of action.

On a motion for summary judgment, the moving party “must make a prima facie showing of entitlement to judgment as a matter of law, tendering sufficient evidence to eliminate any material issues of fact from the case” (*Winegrad v New York Univ. Med. Center*, 64 NY2d 851, 853 [1985], citing *Zuckerman v City of New York*, 49 NY2d 557, 562 [1980]). Should the movant make its prima facie showing, the burden shifts to the opposing party, who must then produce admissible evidentiary proof to establish that material issues of fact exist (*Alvarez v Prospect Hosp.*, 68 NY2d 320, 324 [1986]).

A cause of action for breach of contract requires a plaintiff to demonstrate “the existence of a contract, the plaintiff’s performance thereunder, the defendant’s breach thereof, and resulting damages” (*Harris v Seward Park Hous. Corp.*, 79 AD3d 425, 426 [1st Dept 2010], citing *Morris v 702 E. Fifth St. HDFC*, 46 AD3d 478, 479 [2007]). It is well settled that “[a]n employee’s entitlement to a bonus is governed by the terms of the employer’s bonus plan” (*Hall v United Parcel Serv., Inc.*, 76 NY2d 27, 36 [1990]), and a plaintiff cannot enforce the payment of a discretionary bonus (*cf. UBS Sec. LLC v RAE Sys. Inc.*, 101 AD3d 510, 510 [1st Dept 2012]).

Here, the Offer Letter states that Plaintiff would be “eligible for the annual bonus program,” while the “Advisory Managing Director Variable Pay Plan” explicitly provided that Defendant “reserves the right to unilaterally modify the terms and conditions of the Variable Pay Plan or revoke the Variable Pay Plan in its entirety, at any time” (NYSCEF Doc. No. 66, “Variable Pay Plan”). Based on these documents’ plain language, and consistent with the Court’s prior Order, this Court finds that any bonus to be paid by Defendant was discretionary (*see Hunter v Deutsche*

Bank AG, NY Branch, 56 AD3d 274, 274 [1st Dept 2008] [“Language that bonuses would be contingent on criteria such as performance and profitability cannot be interpreted as a limitation on defendant's discretion, since doing so would render the clear language of discretion meaningless”). Therefore, it cannot be said that Defendant breached its obligation to Plaintiff. Plaintiff’s arguments about oral assurances presented to him upon hiring (Plaintiff’s Affidavit ¶ 7; Plaintiff’s EBT at 10; NYSCEF Doc. No. 80) do not compel a different conclusion. Neither the Offer Letter nor any other document contained the representations Plaintiff claims were made to him, and Plaintiff in his own deposition was unable to identify any specific promises made (Plaintiff’s EBT at 10). Accordingly, the breach of contract cause of action is dismissed.

The causes of action for unjust enrichment and quantum meruit are also dismissed. It is undisputed that the parties were bound by the Offer Letter, which explicitly referred to the bonus sought by Plaintiff. At the same time, Plaintiff did not demonstrate that he provided any services to Defendant or its clients other than those foreseen in the Offer Letter or after his termination. As there is a valid contract controlling the subject matter, Plaintiff’s quasi-contract causes of action are not viable (see Innovative Sec., LTD. v OBEX Sec. LLC, 242 AD3d 662, 663 [1st Dept 2025]; Graciano Corp. v Lanmark Group, Inc., 184 AD3d 435, 435-436 [1st Dept 2020]).

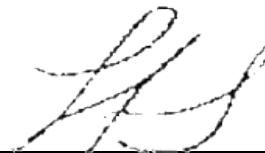
Accordingly, it is hereby

ORDERED that the motion is granted, and the Complaint is dismissed with prejudice.

All other relief sought is denied. This constitutes the Decision and Order of the Court.

1/12/2026

DATE



LORI S. SATTLER, J.S.C.

CHECK ONE:

CASE DISPOSED

NON-FINAL DISPOSITION

GRANTED

DENIED

GRANTED IN PART

OTHER

APPLICATION:

SETTLE ORDER

SUBMIT ORDER

CHECK IF APPROPRIATE:

INCLUDES TRANSFER/REASSIGN

FIDUCIARY APPOINTMENT

REFERENCE