

Carl v Hamann

2026 NY Slip Op 30586(U)

February 17, 2026

Supreme Court, New York County

Docket Number: Index No. 157289/2018

Judge: Denis Reo

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

PRESENT: HON. DENIS REO PART 65

Acting Justice

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INDEX NO. 157289/2018

BERNARD CARL,

MOTION DATE 11/18/2025

Plaintiff,

MOTION SEQ. NO. 007

- v -

THOMAS HAMANN, GEORGE KRAMER,

**DECISION + ORDER ON
MOTION**

Defendants.

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The following e-filed documents, listed by NYSCEF document number (Motion 007) 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300 were read on this motion to/for SUMMARY JUDGMENT

Plaintiff Bernard Carl (Carl) commenced this action, alleging several causes of action, including for (1) contribution, (2) common law-indemnification, (3) negligence, (4) tortious interference with, and trespass to, chattels, and (5) violation of Connecticut Unfair Trade Practice Act (CUTPA) stemming from a Connecticut court's decision directing Carl to pay \$450,000 in damages to Maria Hamann (Maria), representing \$150,000 for unjust enrichment and treble damages for civil theft, plus interest. Defendant Thomas Hamann (Hamann) moves pursuant to CPLR 3212 for summary judgment in his favor dismissing Carl's complaint in its entirety. For the reasons that follow, Hamann's motion is GRANTED.

BACKGROUND FACTS

A. The Parties

¹Plaintiff Carl is collector of antique cars and an attorney. Richard Edwards (Edwards) is a British national and resident, who is not a party to this action (*see* NYSCEF Doc No. 284). Edwards allegedly worked as a broker for classic cars. Although Carl was aware that Edwards was an undischarged bankrupt, Carl entered into a business relationship with Edwards in 2013. In November 2013, Carl drafted the document that defined the business relationship (Carl-Edwards agreement) (NYSCEF Doc No. 284). Pursuant to the Carl-Edwards agreement, Edwards would locate cars for Carl to purchase, and Edwards would be granted a limited exclusive period of 60 days from the date of purchase to market the cars to potential buyers (*id.*). If Edwards found a buyer, and Carl sold a car to Edwards' buyer, the profits would be split equally between Carl and Edwards (*id.* at 2). Between 2013 and through 2015, Carl and Edwards completed numerous transactions pursuant to the terms of the agreement. However, by July 2015, Edwards' exclusive marketing period pursuant to the Carl-Edwards agreement ended on all the cars Carl had purchased through him.

Hamann and Maria are former spouses who reconciled after a divorce and resided together at the time relevant in this action. Hamann is a professional dealer and broker of classic cars. Hamann and Carl initially met in Palm Beach at a car show. Hamann and Carl had also previously communicated over the telephone regarding a car show Hamann coordinated in New York.

¹ Hamann did not submit a statement of facts in support of his motion, nor has Carl submitted a counterstatement of facts in opposition. The facts recited in this decision are based on the complaint, this court's prior findings, and the record submitted in support and in opposition to Hamann's motion.

B. Carl's Dealings with Edwards

As of 2015, Carl understood that he owned eight cars, which Edwards had located and brought Carl the opportunity to buy; specifically, Carl believed the eight cars to include four Porsches, two Ferraris, a Lamborghini, and an Alfa Romeo. Only two of these cars are at issue in the present action—a 1973 white Porsche 2.7RS Lightweight and a 1973 orange Porsche 2.7RS Touring (Porsche motorcars). Although Carl had never seen any of the eight cars in person, he understood that they were stored at Specialist Cars of Malton (SCM) located in northern England. John Hawkins (Hawkins) owned SCM. Unbeknown to Carl, one of the Porsche motorcars—the Porsche Touring—was actually held by Bury Leasing, Ltd. (Bury) as collateral for a loan taken out by an associate of Edwards based upon misrepresentations as to its ownership.

In July 2015, Edwards appeared in a British court to defend, at trial, criminal charges in connection with his alleged theft of deposits given to him in anticipation of automobile sales. Carl attended the trial and heard Edwards' testimony, which included an account of his alleged debt to gangsters. Although the jury acquitted Edwards, Carl decided to take possession of the eight motorcars he believed he had acquired through Edwards. As such, Carl contacted Hawkins of SCM and informed him that Edwards no longer had any exclusive rights to the cars. In response to Carl's written inquiries by email regarding his cars, he received suspect responses from Edwards and Hawkins offering various reasons for their failure to produce Carl's cars. After his attempts to retrieve his cars from Edwards and Hawkins failed, Carl obtained an order from a British court in October 2015 directing Edwards, Hawkins, and SCM to turn over the eight cars. According to Carl, on the date set by the British court for return of the cars, Edwards and Hawkins appeared in court and testified that all eight cars were taken from SCM the

previous day by "burly men." In the complaint, Carl alleged that Edwards removed the vehicles from SCM before October 13, 2015. Carl subsequently located the Porsches but had not recovered them as of the filing of the complaint.

C. The Transactions

While the events above were transpiring, between May and October 2015, unbeknown to Carl, Hamann and Edwards were negotiating the sale of the Porsches to a client of Hamann. During the negotiations, Edwards pressed Hamann to send a deposit on the Porsche motorcars. In an apparent attempt to assuage Edwards' concerns about the seriousness of his buyer, Hamann persuaded attorney George Kramer (Kramer) to send an email to Edwards on August 28, 2015 stating, among other things:

"To whom it may concern: The undersigned attorney hereby confirms that he had received EUR 1.4 million to be held for Thomas Hamann toward the purchase of a Porsche Carrera 2.7 Touring and a Porsche Carrera 2.7RS Lightweight subject to Buyer's satisfactory inspection. Payment shall be made upon the conclusion of satisfactory inspection of said cars. The price is ex their current location in the U.K. George Kramer Attorney-at-Law."

It is undisputed that Kramer's statement in the email regarding the funds was false. Hamann only delivered to Kramer a check for the stated amount, which was knowingly drawn on insufficient funds and would have bounced if deposited. It is also undisputed that this email was never forwarded to Carl. Despite the negotiations and representations by Edwards and Hamann in connection with the proposed sale of the Porsches, the sale was never completed.

In the complaint, Carl alleges that Kramer's email was used to his detriment in two ways. First, Carl asserts that because the Bury loan to Edwards was in default, an "associate of Edwards" presented the email to Bury on August 29, 2015, as proof of an imminent sale of the Porsche Touring (NYSCEF Doc No. 297). According to Carl, Bury retained the vehicle rather than selling it to satisfy the delinquent debt. Carl claims that had Bury attempted to sell the

Porsche Touring, Bury would have learned that Carl was its true owner and returned the car to him or Carl would have learned of the car's location from its advertisement for sale. Second, Carl alleges that the Kramer email was used to his detriment when he contacted SCM in September 2015 to demand the return of the Porsche motorcars. SCM refused to return of the motorcars claiming it was in negotiations to sell both vehicles. Carl claims that SCM subsequently "identified Edwards as the source of its . . . understanding that a sale of Plaintiff Carl's Porsche Touring and Porsche Lightweight had been agreed"(NYSCEF Doc No. 297 at 33). Carl claims, upon information and belief, that Kramer's "email was the basis for Edward's false representations to SCM that Plaintiff Carl's Porsche Touring and Porsche Lightweight had been sold, hence were no longer available for redelivery to Plaintiff Carl" (*id.*).

At the same time, on August 31, 2015 or September 1, 2015, Edwards spoke with Hamann and told him that because of cash flow problems Carl needed a short-term loan of \$150,000 to be paid back within a week to fulfil an interest payment on Carl's line of credit with Ferrari Motor Services due on September 1, 2015. Hamann persuaded Maria to wire the funds. On September 1, 2015, Maria sent the wire to Carl's account with Ferrari Motor Services. Carl claims he was led by Edwards to believe the \$150,000 was a nonrefundable deposit on the sale of a Lamborghini Miura held on consignment with Hawkins. Carl admits that on or about September 2, 2015, he learned that Edwards would be borrowing the \$150,000 from an undisclosed lender because the purported buyer for the Miura had not posted the necessary funds on time. It is undisputed that Hamann did not speak with Carl before persuading Maria to wire the funds. On January 14, 2016, Hamann and Maria made a demand for repayment of the funds. Carl refused to return the \$150,000 and responded that the loan was made to Edwards, not to Carl. As a result of this disputed transaction, Hamann and Maria commenced an action in

Connecticut state court against Carl alleging three causes of action: unjust enrichment, breach of contract and a statutory theft claim.

D. The Connecticut Action

After three days of trial, at the conclusion of evidence, the Hamanns withdrew their claims for breach of contract, violation of CUTPA, and attorneys' fees, leaving only their claims for unjust enrichment and statutory theft (NYSCEF Doc No. 285 at 4). Carl also withdrew his statute of frauds and equitable estoppel defenses, leaving the defense of unclean hands as the remaining defense (*id.*). At the same time as plaintiffs filed their final post-trial brief, plaintiff Hamann withdrew his complaint, and Maria remained as the sole plaintiff (*id.*). Prior to withdrawing his complaint, Hamann testified at the trial, and in its decision, the Connecticut court found Hamann to be a credible witness (*id.* at 18).

In the Connecticut action, Carl conceded that several days after the \$150,000 was credited to his account with Ferrari Motor Services, he learned that Maria Hamann was the source of the payment (*id.* at 23). According to the Connecticut court's decision, Carl later also learned that Edwards could not have had a buyer for the Miura since Carl either never owned it or Edwards had already put it beyond his reach (*id.*). As such, the Connecticut court found Carl's claim that he retained the \$150,000 as a forfeited non-refundable deposit on the Miura unavailing. The court further examined the Carl-Edwards agreement wherein Carl agreed to permit Edwards to "find classic cars and bring them to Carl's attention" (*id.* at 6). According to Carl, Edwards accepted the proposed agreement (*id.* at 7). The Connecticut court found that under this agreement, Edwards was obligated to submit to Carl a contract for the sale of a car and that the contract had to be accompanied by a nonrefundable deposit equal to 20% of the sale price (*id.* at 23). The court found that Carl did not offer proof of any agreement between Carl and

Edwards characterizing the \$150,000 at issue as a nonrefundable deposit on the purported sale of the Miura in accordance with the Carl-Edwards agreement (*id.*).

Further, the Connecticut court examined an email Carl sent on September 4, 2015, to Edwards, Hawkins, and the alleged potential buyers, stating, in relevant part, that

“[a] payment of \$150,000 was made to one of those accounts Wednesday by a lender to [Edwards]. But none of the purchase money has shown up. . . . I am once again left with no choice but to cancel this deal and seek other alternatives. . . . I once again am in a position to resell the car to whomever I want” (*id.* at 24-25).

The court also considered another email Carl wrote to Edwards on September 15, 2015, wherein Carl stated that he was willing to wait one more day, “provided [Edwards] agreed[d] that, if the money is not in [Carl’s] account by noon as promised, the \$150,000 from Hamann is also due to [Carl] as a penalty” (*id.* at 25). The court found that

“This exhibit demonstrates that although Carl had canceled the sale of the Miura eleven days previously and knew that the funds credited to his account had not come from Edwards, but rather from the Hamanns, he felt that he needed Edwards’ agreement in order to retain the \$150,000 payment as a ‘penalty’” (*id.*).

The court concluded that “rather than providing a justifiable reason for his retention of the \$150,000, Carl’s claims amount to non-viable excuse for his indefensible actions” (*id.* at 26). Thus, the court found that Maria proved her claim that Carl was unjustly enriched in the amount of \$150,000 (*id.* at 26 & 35).

As to Carl’s unclean hands defense, this defense was mainly based on Hamann’s and Kramer’s misrepresentation that Kramer was holding €1.4 million in connection with the proposed sale of the Porsche motorcars (*id.* at 27). Carl claimed that because Kramer sent the email to Edwards in the same week as Maria wired the \$150,000 to Ferrari Motor Services, the transfer was “almost certainly part of the same discussion” (*id.* at 27). However, the court found that, based on Carl’s own admission, Carl was unaware of that email until “long after negotiation for the purchase of the two Porsches had terminated” (*id.* at 28) and that Carl did not demonstrate

that he relied on any misrepresentations in the e-mail or “that he suffered harm of any sort as a result of it” (*id.*). Further, the court found that “there was no evidence linking the sale of the Porsches to the \$150,000 Maria sent to Carl’s account at Ferrari Motor Service” (*id.*).

Accordingly, the Connecticut court held that “any misconduct attributable to [Hamann] or Attorney Kramer in connection with the attempt to purchase the two Porsches owned by Carl are in no way connected to the \$150,000 which Maria advanced for Carl’s benefit as a loan” and found in Maria Hamann’s favor on the issue of unclean hands (*id.* at 29).

Moreover, the court determined that on January 14, 2016, Carl refused to return the \$150,000 to Maria Hamann despite being informed “of the facts establishing that he had no legal or equitable right to retain the \$150,000” (*id.* at 32). Consequently, the court found Carl liable for statutory theft pursuant to Connecticut’s General Statutes § 52-564, which provides for treble damages to the owner of stolen property where a person steals another’s property or knowingly receives and conceals it (*id.* at 30-31).

E. The Eastern District Action

Carl commenced an action in the Eastern District of New York on July 12, 2016. Carl initially named several defendants, including Edwards, Hawkins, SCM, and Hamann (NYSCEF Doc No. 281 at 1). The allegations in the original Eastern District complaint asserted a cause of action for violation of the Racketeer Influenced and Corrupt Organizations Act (RICO) and common law claims for civil conspiracy, fraudulent misrepresentation, fraud, trespass to chattels, unjust enrichment, and accounting (*id.* at 1-2). The allegations centered around Edwards’ theft of Carl’s motorcars. On April 9, 2018, Carl dismissed the Eastern District action against all defendants except Hamann (*id.* at 2). On April 25, 2019, the Eastern District granted in part and denied in part Carl’s motion to amend the complaint to include causes of action for contribution,

common-law indemnification, negligence, and CUTPA violations (NYSCEF Doc No. 280 at 10). The proposed amended complaint dropped Carl's causes of action for civil conspiracy, fraudulent misrepresentation, fraud, unjust enrichment, and accounting (*id.*). In its decision, the Eastern District denied Carl's motion to add the contribution, common-law indemnification, negligence, and CUTPA claims as futile because the Connecticut court already found that the harm to Maria arose from Carl's unjustified retention of the \$150,000, not Hamann's erroneous request of the loan, and because the Connecticut court found Hamann's and Kramer's alleged misconduct in relation to the Porsche motorcars unrelated to Maria's loan of \$150,000. According to the Eastern District, the contribution, indemnification, negligence, and CUTPA claims were "clear attempts to escape the natural consequences of" the Connecticut court's ruling (*id.* at 13-14). Thus, the Eastern District held, Carl was precluded from asserting these claims in the Federal proceeding (*id.* at 14). On October 19, 2029, Carl filed an amended complaint asserting causes of action for trespass to chattels and for violations of the RICO statute (NYSCEF Doc No. 281 at 2). On April 29, 2020, the Eastern District dismissed the action with prejudice (*id.* at 21) and issued a judgment directing the Clerk of the Court to close the case (NYSCEF Doc No. 282).

F. The New York Action and Relevant Procedural History

Carl commenced the instant action on August 4, 2018, asserting causes for contribution, common law indemnification, negligence, trespass to chattels, and CUTPA violations based on the transactions and legal outcomes discussed above (NYSCEF Doc No. 297). On April 2, 2019, Justice Kahn dismissed the complaint against Kramer. On December 19, 2023, Carl filed a note of issue (NYSCEF Doc No. 285). On April 30, 2024, Hamann filed a motion for summary judgment seeking dismissal of the instant action on the ground that the claims in the complaint

had already been adjudicated and rejected in the Connecticut and Federal actions. On August 5, 2024, the Honorable Justice Bluth sua sponte denied the motion as untimely because it exceeded the 120-day deadline set forth in CPLR 3212 (a) by 12 days (*see* NYSCEF Doc No. 204). Justice Bluth denied a subsequent motion to reargue, and the case was assigned to this court for a jury trial on November 7, 2025. After a pre-trial conference with the court, the parties stipulated to dismiss the jury and to permit defendant to file a motion for summary judgment (NYSCEF Doc No. 275).

DISCUSSION

A. Summary Judgment Standard

On a motion for summary judgment, the proponent bears the initial burden of making a prima facie showing that it is entitled to summary judgment as a matter of law and must provide sufficient evidence that no material issues of triable fact exist (*Trustees of Columbia Univ. in the City of N.Y. v D'Agostino Supermarkets, Inc.*, 36 NY3d 69, 74 [2020]; *Alvarez v Prospect Hosp.*, 68 NY2d 320, 324 [1986]). Once the proponent of a summary judgment motion meets its burden, the burden shifts to the party opposing the motion to “produce evidentiary proof in admissible form sufficient to require a trial of material questions of fact on which he rests his claim . . . mere conclusions, expressions of hope or unsubstantiated allegations or assertions are insufficient” (*Zuckerman v City of New York*, 49 NY2d 557, 562 [1980]; *see also De Lourdes Torres v Jones*, 26 NY3d 742, 763 [2016]). The function of the summary judgment procedure is issue-finding, not issue-determination (*Sillman v Twentieth Century-Fox Film Corp.*, 3 NY2d 395, 404 [1957], *rearg denied* 3 NY2d 941 [1957]; *Vega v Restani Constr. Corp.*, 18 NY3d 499, 505 [2012]). Further, “[s]ummary judgment should not be granted where there is any doubt as to the existence

of a factual issue or where the existence of a factual issue is arguable” (*Matter of New York City Asbestos Litig.*, 33 NY3d 20, 25 [2019] [internal quotation marks and citations omitted]).

B. Res judicata and collateral estoppel

Hamann argues that Carl’s claims are barred by the decisions in the Connecticut and Federal actions under the doctrines of res judicata and collateral estoppel. Pursuant to the doctrine of res judicata, or claim preclusion,

“a valid final judgment bars future actions between the same parties on the same cause of action (citations omitted). As a general rule, once a claim is brought to a final conclusion, all other claims arising out of the same transaction or series of transactions are barred, even if based upon different theories or if seeking a different remedy” (*Parker v Blauvelt Volunteer Fire Co.*, 93 NY2d 343, 347 [1999] [internal quotation marks and citation omitted].”

The doctrine of res judicata is designed to prevent a party from re-litigating a claim that has already been decided (*Reilly v Reid*, 45 NY2d 24, 28 [1978] [“*Res judicata* is designed to provide finality in the resolution of disputes to assure that parties may not be vexed by further litigation” (citation omitted)]; *see also Matter of Hunter*, 4 NY3d 260, 269 [2005]). To determine whether a claim arises out of the same transaction, “the crucial issue is whether the transaction arises out of the same factual grouping, which depends on how the facts are related in time, space, origin, or motivation” (*Nationwide Mut. Ins. Co. v U.S. Underwriters Ins. Co.*, 151 AD3d 504, 510 [1st Dept 2017]). Further, “[t]he rule applies both to claims that were actually litigated and to claims that could have been raised in the prior litigation” (*Nationwide Mut. Ins. Co.*, 151 AD3d at 510).

Collateral estoppel, or issue preclusion, “precludes a party from relitigating in a subsequent action or proceeding an issue clearly raised in a prior action or proceeding and decided against that party or those in privity, whether or not the tribunals or causes of action are the same” (*Ryan v New York Tel. Co.*, 62 NY2d 494, 500 [1984] [citations omitted]). Collateral

estoppel applies when “the issue in the second action is identical to an issue which was raised, necessarily decided and material in the first action, and the plaintiff had a full and fair opportunity to litigate the issue in the earlier action” (*Parker*, 93 NY2d at 349; *see also Nationwide Mut. Ins. Co.*, 151 AD3d at 505 [finding that insurance coverage issues are precluded because they “were decided in (the plaintiff’s) prior action”]; *Conason v Megan Holding, LLC*, 25 NY3d 1, 17 [2015]).

i. Connecticut Court’s Decision

Hamann asserts that the allegations in the instant action are identical to the allegations in the Connecticut action. Hamann urges this court to find that the decision in the Connecticut action bars Carl from maintaining the claims in the instant action and to dismiss this case.

Carl opposes and argues that the Connecticut decision does not bar the instant action because the Connecticut court did not adjudicate Hamann’s liability to Carl where Hamann withdrew from that action before the court issued its decision after trial. Further, Carl insists that his claims for indemnification, contribution, and negligence were not adjudicated in that action and could not have been asserted until the Connecticut court issued its decision attributing liability to Carl. Carl argues that the issues in the instant case are fundamentally different from the issues raised in the Connecticut action.

First, Carl’s argument that collateral estoppel does not apply to this action because Hamann withdrew from the Connecticut action is unpersuasive. The First Department has held that “[t]he law is clear that a party seeking to invoke the doctrine of collateral estoppel need not have been a party to the prior action” (*Bauhouse Group I, Inc. v Kalikow*, 190 AD3d 401, 402 [1st Dept 2021], citing *Vavolizza v Krieger*, 39 AD2d 446, 448 [1st Dept 1972], *aff’d* 33 NY2d 351 [1974]; *Schwartz v Pub. Adm’r of Bronx County*, 24 NY2d 65, 71 [1969]). The party seeking

to invoke the doctrine of collateral estoppel need only establish “an identity of issue which has necessarily been decided in the prior action and is decisive of the present action, and, second, there must have been a full and fair opportunity to contest the decision now said to be controlling” (*Vavolizza v Krieger*, 33 NY2d 351, 356 [1974] [internal quotation marks and citations omitted]). Thus, Hamann’s withdrawal at the conclusion of trial is not dispositive of the preclusive effect of the Connecticut court’s decision.

Second, while the specific causes of action for negligence, contribution, and common law indemnification were not adjudicated in the Connecticut action, “collateral estoppel precludes the relitigation of factual issues that were necessarily decided in a prior action against the same party or its privies, regardless of whether the causes of action were the same” (*Bauhouse Group I, Inc.*, 190 AD3d at 402 [citations omitted]). Moreover, “[t]he equitable doctrine of collateral estoppel is grounded in the facts and realities of a particular litigation, rather than rigid rules” (*Buechel v Bain*, 97 NY2d 295, 303 [2001]).

The Connecticut court’s ruling centered on the conclusion that, regardless of the mechanism by which Maria was persuaded to wire the funds to Carl’s account with Ferrari Financial Services, Carl unjustly enriched himself and committed civil theft by refusing to return the \$150,000 without any justifiable reason for retaining the funds. Specifically, the Connecticut court concluded (1) “that rather than providing a justifiable reason for his retention of the \$150,000, Carl’s claims amount[ed] to [a] non-viable excuse for his indefensible actions;” (2) “that on January 14, 2016, having been fully informed of the facts establishing that he had no legal or equitable right to retain the \$150,000, Carl refused to return them to Maria”; and (3) “that Carl’s actions constituted statutory theft under § 52-564, entitling Maria to treble damages” (NYSCEF Doc No. 285 at 26 & 32). The dispositive point in the Connecticut decision was that

the harm to Maria arose from Carl's indefensible retention of the \$150,000. The court also found that "any misconduct attributable to [Hamann] or Attorney Kramer in connection with the attempt to purchase the two Porsches owned by Carl are in no way connected to the \$150,000 which Maria advanced for Carl's benefit as a loan" (*id.* at 30). In making this finding, the Connecticut court concluded that "there was no evidence that Carl relied upon any misrepresentations in the Kramer email or that he suffered harm of any sort as a result of it" or "evidence linking the sale of the Porsches to the \$150,000 Maria sent to Carl's account at Ferrari Motor Services" (*id.* at 29).

A review of the complaint in this proceeding reveals that the causes of action for contribution and for common law indemnification are based on allegations that Hamann's actions, rather than Carl's conduct, led to Maria's losses (NYSCEF Doc No. 297 at 37 & 38). The third cause of action for negligence alleges that Hamann's misrepresentations about the alleged loan led to Maria's losses and seeks to recover Carl's damages assessed in the prior action (*id.* at 39). The issues on which Carl's contribution, common law indemnification, and negligence claims are based are the very same issues the Connecticut court considered and decided against Carl in the prior action. Further, the Connecticut court's findings in the prior action were necessary to support a valid and final judgment because Carl claimed that Hamann's actions entitled Carl to a special defense of unclean hands. By rejecting Carl's defense, the court necessarily found that it was Carl's conduct, not Hamann's, that caused Maria to be harmed. Thus, while Carl's negligence, contribution, and common law indemnification claims were not

adjudicated in the Connecticut action, the issues and facts underpinning these causes of action were necessarily decided in that action.²

Further, there is no question that Carl had a full and fair opportunity to litigate these issues in the Connecticut action, despite Hamann withdrawing upon the filing of the plaintiff's final briefs. The issues of unjust enrichment and unclean hands in the Connecticut action were determined after a three-day trial, during which Carl, Hamann, and Maria testified and submitted post-trial memoranda (*see Ryan*, 62 NY2d at 501 ["A determination whether the first action or proceeding genuinely provided a full and fair opportunity requires consideration of the 'realities of the [prior] litigation'" (internal quotation marks and citations omitted)]; *Schwartz v Public Adm'r of Bronx County*, 24 NY2d 65, 72 [1969]; *Zabriskie v Zoloto*, 22 AD2d 620, 624 [1st Dept 1965]). Accordingly, the decision in the Connecticut action has preclusive effect and, as more fully set forth below, Carl's claims in this matter for negligence, contribution, and common law indemnification are barred by the determination in the prior action under the doctrine of collateral estoppel.

ii. *Judge Spatt's Decision and Order dated September 24, 2019*

This court finds that Judge Spatt's decision dated September 24, 2019 is also entitled to preclusive effect under the doctrine of res judicata. In opposition to Hamann's motion, Carl argues that Judge Spatt's denial of the portions of the motion to amend the Federal complaint to include contribution, indemnification, negligence, and CUTPA violation claims as futile was not a substantive adjudication on the merits. According to Carl, these claims were never part of the

² This determination is consistent with this court's prior decision by Honorable Justice Kahn, dated August 14, 2019, finding that the trespass to chattels claim was not precluded by the decision in the Connecticut action, where the Connecticut court determined that the Porsche transaction was unrelated to the loan transaction and was not presented with the intentional tort of trespass to chattels (NYSCEF Doc No. 286 at 3). Justice Kahn's decision predated the two decisions in the Federal Action.

operative complaint and were never adjudicated. Carl insists that denial of leave to amend on a preclusion theory does not constitute a judgment on the merits.

In support of these contentions, Carl relies exclusively on *Northern Assur. Co. of Am. v Square D Co.*, 201 F3d 84, 85 [2d Cir 2000]. In *Northern*, the United States Court of Appeals for the Second Circuit reversed the Northern District's holding that the plaintiff's claims were barred on the basis of an earlier denial of the plaintiff's motion to amend the complaint to add the defendant in a suit brought against another party. The Second Circuit held that claim preclusion was unavailable to the defendant "because the claims sought to be added to the first suit were against an independent party and were not required to be brought in that suit" (*Northern Assur. Co. of Am.*, 201 F3d at 87). The Second Circuit explained its holding in *Northern* as follows:

"To understand why claim preclusion is not a bar to the current suit, it is necessary to contrast our case with the typical situation where claim preclusion would apply after a denial of leave to amend. In those cases the plaintiff is seeking to add additional claims against the *same* defendant and leave to amend is denied without reaching the merits of the claim. The decision to grant or deny leave to amend rests within the discretion of the trial court. The courts are generally in agreement that these new claims should be barred.

Where the plaintiff is seeking to add additional claims against the same defendant and leave to amend is denied, claim preclusion is appropriate. When claim preclusion is applied in these cases, it is not the actual decision to deny leave to amend that forms the basis of the bar. Indeed, the decision denying leave to amend is usually based on factors such as timeliness or convenience (as in *Northern D*) and is not an adjudication 'on the merits.' In fact, the actual decision denying leave to amend is irrelevant to the claim preclusion analysis. It may be a specific event upon which claim preclusion can focus, but the decision itself is not necessary for claim preclusion to apply.

Instead, the bar is based on the requirement that the plaintiff must bring all claims at once against the same defendant relating to the same transaction or event. The claims will be barred through the normal rule barring claims that should have been brought, regardless of whether the plaintiff seeks to add them to the initial suit. Thus, the actual decision denying leave to amend is no more than a proxy to signify at what point claims have been forfeited due to a plaintiff's failure to pursue all claims against a particular defendant in one suit. The bar, however, turns on normal principles of claim preclusion, *i.e.*, whether *Northern* was required to bring its claims in the initial suit. Unlike the situation described above, our case involves a plaintiff seeking to add claims against a new defendant.

Northern was not required to bring its claims against Square D in *Northern I* because they are independent claims” (*id.* at 88 [citations omitted]).

Paradoxically, Carl urges this court to conclude that Judge Spatt’s denial of the motion to amend should not be given preclusive effect under the reasoning in *Northern*. However, *Northern* stands for the proposition that, regardless of the reason for the denial of the motion to amend a complaint against the same defendant, the denial has preclusive effect since a plaintiff is required to bring all claims relating to the same transaction or event against the same defendant at the same time. Here, Carl cannot argue that his claims for contribution, common law indemnification, negligence, and violation of CUTPA were not ripe. Carl offers no explanation or support for failing to bring his state law claims in Federal court from the outset (*see Syncora Guar. Inc. v J.P. Morgan Sec. LLC*, 110 AD3d 87, 95 [1st Dept 2013]). As such, Carl cannot use this omission as a shield to continue to prosecute claims that have already either been determined or should have been raised at the commencement of the prior litigation.

Applying *res judicata* principles to the facts at hand, Carl and Hamann were both parties to the Federal proceeding, and the causes of action Carl sought to interpose were the same as the causes of action in the instant case. Judge Spatt’s 18-page decision disposing of the motion to amend recounted the relevant procedural history and the background facts and discussed the claims Carl sought to interpose, the legal framework on which the Court based its decision, and the Court’s reasoning for determining that the claims would be futile, including a discussion of the preclusive effect of the Connecticut action and Carl’s lack of standing under CUTPA. More specifically, the Court found the claims futile because the Connecticut court already found that the harm to Maria arose from Carl’s unjustified retention of the \$150,000, not Hamann’s erroneous request of the loan, and because the Connecticut court found Hamann’s and Kramer’s alleged misconduct in relation to the Porsche motorcars unrelated to Maria’s loan of \$150,000.

According to the Federal Court, the contribution, indemnification, negligence, and CUTPA claims were “clear attempts to escape the natural consequences of” the Connecticut court’s ruling. Thus, the Court held, Carl was precluded from asserting these claims in the Federal proceeding (*id.* at 14).

The decision was not provisional in nature (*People v Mackell*, 40 NY2d 59 [1976], citing *Bannon v Bannon*, 270 NY 484, 489 [1936] [“The scope of the words ‘final judgment,’ it is true, should not be confined to a final judgment in an action. They may include any judicial decision upon a question of fact or law which is not provisional and subject to change and modification in the future by the same tribunal”]), and the Federal action concluded in a judgment directing the clerk of the court to close the case (NYSCEF Doc No. 282). Therefore, the claims for contribution, common law indemnification, negligence, and CUTPA violations were brought to a final conclusion precluding all other claims arising out of the same transactions (*see Wietschner ex rel. JPMorgan Chase & Co. v Dimon*, 139 AD3d 461, 461 [1st Dept 2016]; *Syncora Guar. Inc.*, 110 AD3d at 96; *Schwartz v Society of New York Hosp.*, 251 AD2d 55, 56 [1st Dept 1998]).

iii. *Judge Spatt’s Decision and Order dated April 29, 2020*

Similarly, Carl’s argument that Judge Spatt’s April 29, 2020 decision was not decided on the merits and does not have preclusive effect because it did not consider Carl’s contribution, common law indemnification, negligence, and CUTPA claims is not persuasive.

It is well-settled that “[a] dismissal with prejudice . . . is generally afforded res judicata effect” (*Kirby v David Fabricators of N.Y., Inc.*, 236 AD3d 436, 437 [1st Dept 2025] [citation omitted]); *Asset Developers Corp. v Grossman*, 240 AD3d 559, 561 [2d Dept 2025]; *Yonkers Contr. Co., Inc. v Port Auth. Trans-Hudson Corp.*, 93 NY2d 375, 380 [1999] [“A dismissal

“with prejudice” generally signifies that the court intended to dismiss the action “on the merits,” that is, to bring the action to a final conclusion against the plaintiff”).

As to the issues and facts the Court considered and determined in resolving Hamann’s motion, the April 29, 2020, decision, as relevant here, has preclusive effect as to Carl’s trespass to chattel claims in the instant proceeding. The original complaint in the Federal action contained a trespass to chattels cause of action against Hamann (NYSCEF Doc No. 280 at 1-2). The Court permitted the trespass to chattels claims in the proposed amended complaint pursuant to the motion to amend the complaint discussed above (NYSCEF Doc No. 280 at 10). In the April 29, 2020 decision, the Court set forth the elements of a trespass to chattels claim, including the element requiring physical interference with the use and enjoyment of personal property (NYSCEF Doc No. 281 at 16). The Court applied the facts pertaining to the Porsche transaction to determine that the actual physical theft was undertaken by Edwards and that Hamann never physically interfered with Carl’s property (*id.*). To the extent that Carl attempted to claim that Hamann conspired with Edwards to steal the Porsche motorcars, the Court concluded that civil conspiracy is not an independent tort in New York and that having had voluntarily dismissed his claims against Edwards, there was no primary liability to which Carl could attach Hamann’s alleged secondary liability (*id.* at 17-18). Thus, the Court found that the trespass to chattels claim failed as a matter of law.

The trespass to chattels claim in the matter before this court arises out of the same transactions and is based on a theory already considered and rejected in the Federal action—that the Kramer email delayed Carl’s efforts to recover the Porsche motorcars (NYSCEF Doc No. 297, complaint at 41-42; NYSCEF Doc No. 281 at 16). Thus, Carl cannot claim that he did not have a full and fair opportunity to litigate his trespass to chattels claim in the Federal action, in

which both he and Hamann participated and where this claim was part of both the original and the amended complaints. Further, Hamann's motion to dismiss and for summary judgment resulting in the dismissal of the Federal action was fully briefed and granted with prejudice (NYSCEF Doc No. 281 at 8 & 21) and concluded in a final judgment (NYSCEF Doc No. 282). Thus, the April 29, 2020 decision by Judge Spatt has preclusive effect under the doctrine of res judicata, and the trespass to chattels cause of action is barred.

C. Carl's Instant Causes of Action

i. *Common Law Indemnification*

It is an established legal principle that "[i]ndemnity involves an attempt to shift the entire loss from one who is compelled to pay for a loss, without regard to his own fault, to another party who should more properly bear responsibility for that loss because it was the actual wrongdoer" (*Trump Vil. Section 3, Inc. v New York State Hous. Fin. Agency*, 307 AD2d 891, 895 [1st Dept 2003] [internal quotation marks and citations omitted]; *Mas v Two Bridges Assoc. by Nat. Kinney Corp.*, 75 NY2d 680, 690 [1990] ["Implied indemnity is a restitution concept which permits shifting the loss because to fail to do so would result in the unjust enrichment of one party at the expense of the other" (citations omitted)]). Further, "[s]ince the predicate of common-law indemnity is vicarious liability without actual fault on the part of the proposed indemnitee, it follows that a party who has itself actually participated to some degree in the wrongdoing cannot receive the benefit of the doctrine" (*Trump Vil. Section 3, Inc.*, 307 AD2d at 895; *Atkinson v Safety Kleen Corp.*, 240 AD2d 1003, 1005 [3d Dept 1997]; *Trustees of Columbia Univ. in City of N.Y. v Mitchell/Giurgola Assoc.*, 109 AD2d 449, 453 [1st Dept 1985]).

This court has already found that the issues and facts determined in the Connecticut action have preclusive effect in this matter. As such, the Connecticut court's finding that the

harm to Maria arose from Carl's indefensible retention of the \$150,000, not Hamann's allegedly improper request of a loan from Maria on Carl's behalf, establishes that Carl was not free from fault for the purposes of common-law indemnification. As discussed above, the Connecticut court found that Carl was unjustifiably enriched because, despite cancelling the sale of the Miura and being informed that the money came from the Hamanns, he emailed Edwards and Hawkins, stating his intent to keep the \$150,000 as a penalty. According to the Connecticut court's findings, Carl did not provide a justifiable reason for his retention of the \$150,000, and his claims that he retained the funds as a non-refundable deposit on the Miura constituted a non-viable excuse for his indefensible actions. The Connecticut court also determined that Carl was liable for statutory theft, finding that Carl refused to return the \$150,000 to Maria despite being informed of the facts establishing that he had no legal or equitable right to retain it. Carl cannot argue that there has not been a prior determination precluding this court from finding in his favor on the issue of indemnification, where the Connecticut court indisputably found that Carl was unjustly enriched when he retained the funds; that he was liable for statutory theft of the funds; and that his actions in keeping the funds were indefensible.

To the extent Carl argues that his claim for common-law indemnification is not barred by collateral estoppel because an issue cannot be decided where the claim itself did not exist at the time, the Connecticut court decided an issue material to Carl's common-law indemnification claim—the issue of Carl's fault—against Carl. There can be no dispute that the issue was necessarily decided where the Connecticut court unequivocally found that Carl had not provided a justifiable reason for his retention of the \$150,000; that his claims constituted a non-viable excuse for his indefensible actions; and that he was liable for statutory theft of the funds in that

his actions in keeping the funds were indefensible. Thus, Carl's second cause of action seeking common-law indemnification from Hamann is dismissed as a matter of law.

ii. Contribution

CPLR 1401 provides in relevant part that "two or more persons who are subject to liability for damages for the same personal injury . . . may claim contribution among them whether or not an action has been brought or a judgment has been rendered against the person from whom contribution is sought." The First Department has held as follows:

Contribution is generally available as a remedy when two or more tort-feasors share in responsibility for an injury, in violation of duties they respectively owe[] to the injured person. A contribution claim can be made even when the contributor has no duty to the injured plaintiff. In such situations, a claim of contribution may be asserted if there has been a breach of a duty that runs from the contributor to the defendant who has been held liable. The 'critical requirement' for apportionment by contribution under CPLR article 14 is that 'the breach of duty by the contributing party must have had a part in causing or augmenting the injury for which contribution is sought' (*Trump Vil. Section 3, Inc.*, 307 AD2d at 896 [internal quotation marks and citations omitted]; see *Trustees of Columbia Univ. in City of N.Y. v Mitchell/Giurgola Assoc.*, 109 AD2d 449, 454 [1st Dept 1985])

CPLR 1401 does not permit "contribution between parties whose liability is grounded on economic loss from a breach of contract" (*Lieberman v Cayre Synergy 73rd LLC*, 2011 NY Slip Op 33975[U], **5 [Sup Ct, NY County 2011]; *Bd. of Educ. of Hudson City School Dist. v Sargent, Webster, Crenshaw & Folley*, 71 NY2d 21, 26 [1987] ["While [i]t is the fact of liability to the same person for the same harm rather than the legal theory upon which *tort liability* is based which controls, it is nonetheless true that the existence of some form of tort liability is a prerequisite to application of the statute" (internal quotation marks and citations omitted)]).

Carl's claims rest on his allegations that Hamann assumed a duty by making representations to Maria without Carl's knowledge and that in doing so Hamann launched an

instrument of harm when he told Maria that Carl was the borrower (NYSCEF Doc No. 289 at 27). These allegations sound in negligence, which is a tort.³

The Connecticut court has already determined that it was Carl's unjustifiable retention of the \$150,000 that caused Maria's harm, not Hamann's alleged misrepresentations. Further, the Federal Court in its September 24, 2019 decision also found that the harm to Maria arose from Carl's indefensible retention of the funds, not Hamann's erroneous solicitation of the loan from Maria on Carl's behalf (NYSCEF Doc No. 280 at 13). Additionally, the Federal Court held that "the contribution, indemnification, negligence, and unfair trade practice . . . causes of action are clear attempts to escape the natural and intended consequences" of the Connecticut court's ruling that Carl's conduct caused the harm to Maria (NYSCEF Doc No. 280 at 13-14). Based on these determinations, which have preclusive effect as discussed above (*see Lefkowitz v Etra & Etra*, 13 AD3d 132, 133 [1st Dept 2004]), regardless of any duty Hamann allegedly owed to Maria or Carl, Hamann's alleged misrepresentations to Maria regarding the loan were not the basis of her harm. Since Carl's retention of the \$150,000 has been determined to be the source of Maria's harm after he was "fully informed of the facts establishing that he had no legal or equitable right to retain the \$150,000" (NYSCEF Doc No. 285 at 32), this court grants summary judgment in Hamann's favor on this issue and dismisses Carl's cause of action for contribution.

³ This court rejects Hamann's argument that Carl's claim for contribution should be denied because it is based on economic loss from Carl's unjust enrichment, which is a quasi-contract cause of action (*see Georgia Malone & Co., Inc. v Rieder*, 19 NY3d 511, 516 [2012]). There was no contract between Carl and Maria. Maria's unjust enrichment claim was based on her wire of \$150,000 to be credited to Carl's account at Ferrari Motor Services, which she advanced as a loan after Hamann told her that Carl was experiencing cash flow problems related to costs of his daughter's wedding (NYSCEF Doc No. 285 at 22). In fact, the Hamanns withdrew their breach of contract claim at the conclusion of trial in the Connecticut action (*id.* at 4). Carl's claim for contribution is not based on economic loss from breach of a contract.

iii. Negligence

Hamann urges the court to dismiss Carl's negligence cause of action because Carl lacks standing to pursue a claim for misrepresentations made to Maria and because Hamann did not assume a duty to Carl. Hamann asserts that he did not consent to become Carl's agent, as Carl appears to suggest. Further, Hamann argues that Carl's claims that Hamann's efforts to secure a loan from his wife and the Kramer email proximately caused Carl's damages are without merit, where Edwards' criminal conduct was an intervening cause of Carl's injuries, cutting off any causal connection between Hamann's acts and Carl's alleged harm.

In opposition, Carl cites Hamann's testimony at his deposition that Hamann should have been in touch with Carl as an admission of breach and causation. Carl argues that Hamann voluntarily assumed a duty to act on his behalf and breached that duty by making false and misleading statements to Maria for the purpose of inducing her to wire the \$150,000. Carl insists that he is seeking to recover for harm to himself, not to Maria, and thus has standing to assert a negligence cause of action. Carl argues that regardless of whether Hamann was his agent or not, Hamann assumed a duty to Carl and launched an instrument of harm resulting in over \$500,000 in damages.

As to Hamann's intervening cause argument, Carl again relies on Hamann's testimony and alleges that Hamann admitted that his failure to contact Carl before inducing Maria to wire the funds was the direct and proximate cause of Carl's damages. Additionally, Carl cites Hamann's testimony that he was told that Edwards was "a scam artist" and that "[y]ou have to be very careful with what he does" to support his argument that Edward's criminal conduct was foreseeable and, thus, was not a superseding cause (NYSCEF Doc No. 289 at 18-19).

First, Carl's negligence claim is barred by the Federal Court's September 24, 2019 decision denying Carl's motion to amend the complaint to include a negligence cause of action. As the Court determined in the Federal action, Carl's attempt to interpose a negligence claim is an attempt to avoid the natural and intended consequences of the Connecticut court's determination in the prior action. Moreover, this claim could have been raised in the Federal action at the commencement of that case, but Carl failed to interpose it in the original complaint. For these reasons, this cause of action is barred.

Second, briefly addressing the substance of Carl's negligence claims, to hold a defendant liable for negligence, a court must evaluate whether the elements of a cause of action for negligence have been met; specifically: (1) whether the defendant owed a duty to the plaintiff; (2) whether the defendant breached that duty; and (3) whether the plaintiff sustained an injury as a result of the breach (*Akins v. Glens Falls City School Dist.*, 53 N.Y.2d 325, 333 [1981]). "Absent a duty of care, there is no breach and no liability, regardless of how careless the conduct" (*Beadell v Eros Mgt. Reality, LLC*, 229 AD3d 43, 49 [1st Dept 2024] [citations omitted]). "Foreseeability . . . does not determine the existence of a duty, but rather, simply determines the scope of a duty once a duty is found to exist" (*id.* at 51 [citations omitted]).

Where a plaintiff claims that a defendant has assumed a duty, that "defendant can be held liable for breach of an 'assumed duty' only where the plaintiff show[s] reliance on the defendant's course of conduct, such that the defendant's conduct placed him or her in a more vulnerable position than he or she would otherwise have been in had the defendant done nothing" (*Richardson v Lenox Terrace Dev. Assoc.*, 41 AD3d 108, 109 [1st Dept 2007]; *Heard v City of New York*, 82 NY2d 66, 72 [1993] [internal quotation marks and citations omitted]; *Nallan v Helmsley-Spear, Inc.*, 50 NY2d 507, 522 [1980]).

Carl's claim that by telling Maria that the \$150,000 was a loan to Carl without first talking to Carl, Hamann assumed a duty owed to Carl and launched an instrument of harm is unpersuasive. Carl has not demonstrated that he relied on Hamann's course of conduct such that Hamann's conduct placed him in a more vulnerable position than he would otherwise have been in, where his own dealings with Edwards had already placed him in a position leading to the theft of several of his valuable motorcars (*see Falu v 233 Assoc., L.P.*, 258 AD2d 342, 343 [1st Dept 1999]). In fact, Hamann's procurement of the loan from Maria actually placed Carl in a better position allowing him to make a payment to Ferrari Motor Services, which he otherwise would not have been able to make due to his liquidity issues. Thus, under the circumstances of this case, Carl has not established that Hamann assumed a duty to Carl that he breached.

Further, Carl's claim that Hamann is liable to him for allegedly improperly inducing Maria to wire the \$150,000 is without merit, where the Connecticut court and the Federal court have determined that Carl's alleged damages in the instant action arise from the Connecticut court's rejection of his unclean hands defense and determination that it was Carl's wrongful retention of the \$150,000 that created Carl's liability to Maria, not Hamann's inducement of the loan or the Kramer email. Thus, Carl's third cause of action for negligence is dismissed as a matter of law.

iv. Trespass to Chattels

In New York, "[i]nterference with a person's property constitutes a trespass" (*Sporn v MCA Records, Inc.*, 58 NY2d 482, 487 [1983]). "For a cause of action for trespass to chattels, [a] plaintiff [is] required to establish that [the] defendants intentionally, and without justification or consent, ... physically interfere[d] with the use and enjoyment of personal property in [the

plaintiff's] possession" (*Williams v Potenza, LLC*, 240 AD3d 827, 829 [2d Dept 2025] [citation omitted]).

As discussed in greater detail above, Carl's trespass to chattels claim is barred by the Federal Court's April 29, 2020 decision. There, Judge Spatt determined that this cause of action lacks the requisite physical interference element to establish the trespass to chattels claim, finding that Hamann only sent two emails, and that the actual physical theft of the Porsche motorcars was undertaken by Edwards (NYSCEF Doc No. 281 at 16). Further, S&M and Bury had physical control of the Porsche motorcars when they were stolen, not Hamann. For these reasons, and for the reasons discussed above, defendant is entitled to summary judgment on this claim. Thus, plaintiff's fourth cause of action for trespass to chattels must be dismissed.

v. CUTPA Claim

Similarly, plaintiff's cause of action alleging violation of CUTPA also fails. CUTPA provides that "[n]o person shall engage in unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce" (Conn Gen Stat Ann § 42-110b [a]). In determining whether a practice violates CUTPA, Connecticut courts have adopted the following criteria:

"(1) [W]hether the practice, without necessarily having been previously considered unlawful, offends public policy as it has been established by statutes, the common law, or otherwise—whether, in other words, it is within at least the penumbra of some common law, statutory, or other established concept of unfairness; (2) whether it is immoral, unethical, oppressive, or unscrupulous; (3) whether it causes substantial injury to consumers [competitors or other businessmen]" (*Calandro v Allstate Ins. Co.*, 63 Conn App 602, 607-608, 778 A2d 212, 216 [2001])

There is no requirement that all three criteria must be satisfied to support a finding of unfairness (*id.*). Additionally, Connecticut courts apply "traditional common-law principles of remoteness and proximate causation to determine whether a party has standing to bring an action

under CUTPA” (*Connecticut Podiatric Med. Ass'n v Health Net of Connecticut, Inc.*, 302 Conn 464, 469, 28 A3d 958, 962 [2011] [citation omitted]). Further, “if the injuries claimed by the plaintiff are remote, indirect or derivative with respect to the defendant's conduct, the plaintiff is not the proper party to assert them and lacks standing to do so” (*Ganim v Smith and Wesson Corp.*, 258 Conn 313, 347-348, 780 A2d 98, 119-120 [2001]).

The complaint alleges that Hamann violated CUPTA in two ways: 1) through his and Kramer's conduct in sending the Kramer email, which Carl alleges contributed to the loss of his Porsche motorcars by frustrating and delaying his efforts to recover the cars and 2) by negligently concealing material facts from Maria and recklessly or negligently failing to take reasonable steps to assure that the funds he secured from Maria went to Carl for the intended purpose of a loan (NYSCEF Doc No. 297 at 43-44). The complaint alleges that in doing so, Hamann caused damage to Maria and, also, to Carl, who was defrauded by Edwards and held liable for repaying the \$150,000 (*id.*). Carl claims damages exceeding \$2,120,000, which include the value of the Porsche motorcars, the award to Maria in the Connecticut action, and attorneys' fees and other litigation costs.

This court has already determined that the Federal Court's September 24, 2019 denial of Carl's motion to amend the complaint to include the CUTPA violation claim, among others, precludes Carl from asserting this cause of action in the instant action. That notwithstanding, even if the September 24, 2019 decision lacked preclusive effect in the instant action, this court would be compelled to adopt Judge Spatt's reasoning in that decision. In deciding the motion to amend, Judge Spatt considered Carl's CUTPA violation claims and found that the only connection between Hamann and the chain of events that resulted in Edwards' theft of the Porsche motorcars from SCM was that Kramer drafted an email at Hamann's behest (NYSCEF

Doc No. 280 at 14-15). Judge Spatt also found that Carl did not allege that he received the email and thus did not establish that he was directly harmed by the email’s contents. Further, Judge Spatt determined that the only direct harm to Carl “occurred as a result of Edwards’ theft of the Porsche motorcars; the independent action of a third, if not fourth, party” (*id.* at 15). Judge Spatt reasoned that Carl’s argument that Edwards used the Kramer email to buy time “necessary to facilitate his theft of the vehicles. . . . [b]y definition describe[s] a harm that occurred as an indirect result of [Hamann’s] actions, because Edward’s behavior [was] an intervening event that cut[] off the chain of causation” (*id.*). Judge Spatt also held that there was no cognizable commercial relationship between Carl and Hamann as required to assert a consumer injury under CUTPA, where Edwards conducted the negotiations regarding the Porsches with Hamann without Carl’s knowledge (*id.* at 16). For these reasons, Hamann is entitled to judgment as a matter of law, and the fifth cause of action claiming a violation of CUTPA is dismissed.

CONCLUSION

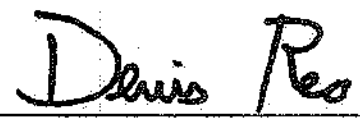
Accordingly, it is

ORDERED that defendant Thomas Hamann’s motion for summary judgment is GRANTED, and the complaint is dismissed; and it is further

ORDERED that the Clerk is directed to enter judgment accordingly.

2/17/2026

DATE



HON. DENIS REO, A.J.S.C.

CHECK ONE:	<input checked="" type="checkbox"/>	CASE DISPOSED	<input type="checkbox"/>	NON-FINAL DISPOSITION	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	GRANTED	<input type="checkbox"/> DENIED	<input type="checkbox"/>	GRANTED IN PART
APPLICATION:	<input type="checkbox"/>	SETTLE ORDER		<input type="checkbox"/>	OTHER
CHECK IF APPROPRIATE:	<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN		<input type="checkbox"/>	REFERENCE
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