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DISTRICT OF COLUMBIA COURT OF APPEALS

No. 25-CV-0571

HAMZA FAROOQUI, APPELLANT,

v.

SILKWAVE HOLDINGS LIMITED, *et al.*, APPELLEES.

Appeal from the Superior Court
of the District of Columbia
(2019-CA-006899-B)

(Todd E. Edelman, *Judge*)
(Carl E. Ross, *Judge*)
(Alfred S. Irving, Jr., *Judge*)
(Yvonne M. Williams, *Judge*)

(Argued April 29, 2026 Decided September 3, 2026)

D. Brandon Trice, with whom *Roberta A. Kaplan*, *Olivia P. Berci*, and *Michele C. Materni*, all proceeding *pro hac vice* by special leave of court, and *Avita Anand* were on the briefs, for appellant.

Vernon W. Johnson, III, with whom *Erik H. Fawcett* was on the brief, for all appellees but Zhou Qingzhi.

Jeffrey M. Schwaber, with whom *Deanna Layne Peters* and *Judith G. Cornwell* were on the brief, for appellee Zhou Qingzhi.

Before BECKWITH and DEAHL, *Associate Judges*, and GLICKMAN, *Senior Judge*.

DEAHL, *Associate Judge*: This dispute stems from a long-running relationship between the appellant, Hamza Farooqui, and the appellees, Charles Wong, Zhou Qingzhi, and a group of entities involved in Wong's satellite businesses. Recounting the evidence in the light most favorable to Farooqui, since summary judgment was granted against him, Farooqui worked for years without payment to help Wong acquire several satellites. Wong assured Farooqui that he would fairly compensate Farooqui for his efforts one day, and eventually they came to some rough compensation terms in an oral agreement, but Wong later reneged on it. Farooqui then sued for the compensation that he maintained had been promised to him.

Farooqui sued Wong and the affiliated parties for breach of contract, unjust enrichment, promissory estoppel, fraud, and related claims. After discovery, the appellees moved for summary judgment and the court initially denied that motion, reasoning that Farooqui provided enough evidence for a reasonable factfinder to rule in his favor. But as the case moved closer to trial, and the trial court ruled against Farooqui on several evidentiary issues—including one ruling that largely precluded Farooqui's damages expert from testifying—the court changed course and granted summary judgment against Farooqui as to most of his claims.

Farooqui now appeals the grant of summary judgment against him. We agree with the trial court that summary judgment was proper against Farooqui on his

breach of contract, implied in fact contract, and fraud claims. But we reverse the court's ruling as to Farooqui's promissory estoppel and unjust enrichment claims, because those claims turned on genuine issues of material fact that a factfinder should resolve.

I. Background

We recount these facts in the light most favorable to Farooqui, as summary judgment was granted against him. *See Allen v. District of Columbia*, 312 A.3d 207, 212 (D.C. 2024) ("We review a grant of summary judgment de novo, viewing the facts in the light most favorable to the non-moving party.").

In 2012, Charles Wong sought Hamza Farooqui's help in buying satellites from Farooqui's colleague, Noah Samara. Farooqui agreed to help, and over the next few years he worked on several deals that led to Wong acquiring satellites from Samara and Boeing. Zhou Qingzhi also helped Wong by advising and investing in his endeavors. When Farooqui started helping Wong, he was unsure if or how he would be compensated, but he "expected to be compensated" from "whoever ultimately [he] reach[ed] an agreement with." Farooqui later met with Wong and Zhou on several occasions, and he claims both men promised to "do good by" him and make him "whole," and otherwise made it "very clear" he would be fairly compensated for his assistance.

Eventually, in September 2018, Wong emailed Farooqui an offer of "certain economics being awarded to [him] by [Mr. Wong] and Mr. Zhou as a token of goodwill and appreciation," including shares in several companies. Farooqui believed the proposal did "not fully" compensate him for his efforts and he counter-offered. Later that month, Wong and Farooqui met in person and Farooqui memorialized what he believed to be the terms of an oral agreement made between them at that meeting. The terms were that: (1) Farooqui would receive equity interests in two of Wong's companies; (2) Farooqui would be appointed to a vice chairman role in one of Wong's companies "for a period of [twenty-four] months"; and (3) Farooqui would fundraise for that company and be entitled to a portion of "any third party capital raised . . . over the next [twenty-four] months." Farooqui later sent those written terms to Wong, who noted his receipt of the terms but did not indicate if he agreed to them. Wong instead said he would "take care of this and get it signed," but never did.

About a year later, Farooqui sued Wong, Wong's companies, and Zhou in his personal capacity, seeking compensation for his work. Among Farooqui's claims were: (1) breach of contract based on the September 2018 in-person meeting; (2) breach of an "implied in fact" contract based on the seven years of "agent and consulting services" he provided for Wong's businesses; (3) promissory estoppel based on Wong's promises to compensate him; (4) unjust enrichment based on the

benefits he conferred upon Wong and Zhou; and (5) fraud based on Wong's repeatedly broken promises. After the close of discovery, the appellees moved to exclude certain testimony from some of Farooqui's proffered witnesses and for summary judgment. Zhou separately argued that he could not be held personally liable because he was a mere stockholder in the satellite deals and was not a party to any payment discussions.

Judge Todd E. Edelman initially denied summary judgment, reasoning that there were several unresolved disputes of material fact on the summary judgment record. Judge Carl E. Ross then ruled on the appellees' motions in limine, and excluded certain testimony from one of Farooqui's lay witnesses and from his damages expert, discussed further below. The case was then transferred to Judge Alfred S. Irving, Jr., who ordered renewed summary judgment briefing on two issues: (1) Zhou's personal liability and (2) whether any of Farooqui's claims were brought outside the applicable statutes of limitations. Judge Irving granted summary judgment for appellees on all but two of the claims without reaching the statute of limitations issues. Farooqui then dismissed his surviving claims so that he could bring this appeal without delay.

II. Analysis

Farooqui raises several challenges to the grants of summary judgment against him. He argues (1) that the law of the case doctrine precluded Judge Irving from revisiting Judge Edelman's decision to deny summary judgment; (2) that summary judgment was not warranted in any event; and (3) that the trial court erroneously limited the testimony that two of his witnesses were permitted to offer. We address those claims in turn.

A. Law of the Case

Farooqui first argues that the law of the case doctrine barred Judge Irving from revisiting Judge Edelman's denial of summary judgment. We disagree.

"The law of the case doctrine bars a trial court from reconsidering a question of law that was already decided in the same case by another court of coordinate jurisdiction." *Kaplan v. Pointer*, 501 A.2d 1269, 1270 (D.C. 1985). The doctrine is discretionary and ordinarily applies when "(1) the motion under consideration is substantially similar to the one already raised before, and considered by, the first court; (2) the first court's ruling is sufficiently final; and (3) the prior ruling is not clearly erroneous in light of newly presented facts or a change in substantive law."

Kumar v. D.C. Water & Sewer Auth., 25 A.3d 9, 13-15 & n.7 (D.C. 2011) (quoting *Tompkins v. Wash. Hosp. Ctr.*, 433 A.2d 1093, 1098 (D.C. 1981)).

The fatal problem with Farooqui's argument is that "we have long held that the denial of a motion for summary judgment . . . is not 'sufficiently final' to establish the law of the case." *Kumar*, 25 A.3d at 14; *see Guilford Transp. Indus., Inc. v. Wilner*, 760 A.2d 580, 593 (D.C. 2000) (when one judge's views of summary judgment are contrary to another's, "the important question is not whether there was a difference but which view was right").

We thus conclude that the law of the case did not preclude Judge Irving from revisiting Judge Edelman's summary judgment ruling. The critical question on appeal is which of the judges' respective rulings was correct, not which one came first in time. *See Carter v. District of Columbia*, 980 A.2d 1217, 1222 (D.C. 2009) ("[A]bsent a showing of procedural unfairness causing prejudice, the proper inquiry is whether the second trial judge's ultimate disposition was correct."). So we now turn to the merits and discuss whether Judge Irving's order was correct.

B. Summary Judgment

Summary judgment is appropriate if, when reading the record in the light most favorable to the non-moving party—here, Farooqui—there is "no genuine dispute as

to any material fact and the movant is entitled to judgment as a matter of law." Super. Ct. Civ. R. 56(a)(1). A party "cannot stave off the entry of summary judgment through mere conclusory allegations." *Allen v. District of Columbia*, 312 A.3d 207, 212 (D.C. 2024). There instead "must be evidence on which the jury could reasonably" rule in the party's favor. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 252 (1986).

Farooqui challenges the grant of summary judgment as to five of his claims, and we address those claims one by one. As we explain below, we agree with the trial court's decision to grant summary judgment on Farooqui's two contract claims—breach of an oral contract and of an implied in fact contract. But we reverse the grant of summary judgment as to Farooqui's two equitable claims for unjust enrichment and promissory estoppel. Finally, we agree with the grant of summary judgment against Farooqui on his fraud claims.

1. Breach of Contract

We begin with Farooqui's breach of contract claim. Farooqui claimed he made an oral contract with Wong at an in-person meeting in 2018, and that it contained the following terms: (1) the appellees would compensate Farooqui for his past work negotiating satellite transactions; (2) the appellees would appoint Farooqui to a 24-month term as vice chairman at Silkwave, one of Wong's companies; and

(3) Farooqui would perform fundraising activities during that 24-month stint as Silkwave's vice chairman. Judge Irving found this claim could not survive summary judgment, reasoning that Farooqui's past work did not serve as any consideration for appellees' promised future payments. Additionally, Judge Irving reasoned that the purported oral contract did not survive the "statute of frauds," which provides that oral contracts are generally not enforceable if they cannot be completed within one year. *See* D.C. Code § 28-3502. We agree with the trial court on the second point.

We first note our disagreement with Judge Irving's reasoning that the purported contract failed for lack of consideration. The agreement Farooqui describes was not wholly retrospective, so it does not falter via the principle that "past consideration is no consideration" at all. *Murray v. Lichtman*, 339 F.2d 749, 752 n.5 (D.C. Cir. 1964). As Judge Irving acknowledged, the purported contract contained forward-looking terms that obliged each of the parties to perform in the future—appellees had to pay Farooqui and appoint him as vice chairman to Silkwave, while Farooqui was obliged to accept that appointment and fundraise in that role. Where a single agreement binds a party both to compensate past services and to secure future ones, the promise of future performance supplies consideration for the entire bargain. *See Univ. of S. Fla. Bd. of Trs. v. United States*, 92 F.4th 1072, 1082 (Fed. Cir. 2024) (holding that a "contract may provide for payment for work previously done at least where, as here, the contract also pays for work yet to be

done," and collecting cases and secondary authorities that support that proposition). The alleged oral contract thus did not fail for lack of consideration.

Nonetheless, we agree with Judge Irving that the purported oral contract was not enforceable because of the statute of frauds. The statute of frauds, as codified by statute in the District, provides that "[a]n action may not be brought . . . upon an agreement that is not to be performed within one year from the making thereof, unless the agreement . . . or a memorandum or note thereof, is in writing." D.C. Code § 28-3502. The doctrine serves many functions, but it more or less acts as a strong presumption that if the full terms of an agreement cannot be performed within a year, then the parties would have reduced it to a writing. And if they failed to do that, then it is better not to enforce the purported oral agreement at all, both to avoid the risks of fraud (that the contract never existed), and to incentivize parties to reduce their agreements to writings. *See generally Tauber v. District of Columbia*, 511 A.2d 23, 27 (D.C. 1986) (explaining that the doctrine "guard[s] against perjury and protect[s] against unfounded and fraudulent claims"); *Railan v. Katyal*, 766 A.2d 998, 1007 (D.C. 2001) (same).

It is undisputed that the agreement Farooqui alleges could not be completed within one year, as it contemplates that Farooqui would be appointed for a 24-month term as vice chairman of Silkwave, and that he would perform fundraising during

that two-year stint. The purported agreement thus runs directly into the statute of frauds' enforcement bar, so that Farooqui must identify some exception to the statute of frauds if he wishes to enforce this contract.

Farooqui suggests that just one exception to the statute of frauds applies—the "part performance" exception. Under that exception, "[o]ral agreements are exempt from the operation of the statute of frauds" and may yet be enforced "where a party's part performance shows 'unequivocal evidence of the alleged agreement.'" *Zanders v. Reid*, 980 A.2d 1096, 1102 (D.C. 2009) (quoting *In re Est. of Reilly*, 933 A.2d 830, 839 (D.C. 2007)). That is, a plaintiff must show facts that "not only are consistent with the" alleged oral contract, but that are also "inconsistent with any other" arrangement. *Kresge v. Crowley*, 47 App. D.C. 13, 18 (1917); *see also D.C. Hous. Fin. Agency v. Harper*, 707 A.2d 53, 56 (D.C. 1998) (concluding the "doctrine of part performance was satisfied" because the "total actions of both parties" were consistent only with the existence of a contract).

Contrary to Farooqui's argument, the part performance exception does not apply here. What dooms Farooqui's argument is that, by his own account, he performed a variety of valuable services for the appellees from 2012 to 2018 despite having no formal compensation agreement. So it is impossible to say that the various tasks he claims to have performed after the purported oral agreement—which

amounted to little more than attending a handful of investor events, just as he had done prior to September 2018—are consistent only with the parties having reached a firm oral agreement in September 2018. Tellingly, Farooqui admits he was never in fact appointed to the vice chairmanship that he alleged was a central component of his oral agreement with appellees, so his conduct could not reasonably reflect any performance of that role. And attending investor events had been part of his course of conduct in the six years leading up to the purported 2018 oral agreement, so that activity was also not any firm proof of a 2018 oral contract. In light of all that, Farooqui's actions after September 2018 were equally consistent with him helping appellees in the hopes of being fairly compensated in the future, sans any agreement setting forth the terms of that compensation. No reasonable factfinder could conclude on these facts that the parties' actions after that purported agreement constitute unequivocal evidence that they reached some agreed upon terms in September 2018. That is enough to defeat the partial performance exception that Farooqui invokes, so the trial court correctly ruled that the statute of frauds bars his breach of contract claim.

2. Implied in Fact Contract

Farooqui's "implied in fact" contract claim, which he describes as a "quantum meruit" claim,[1] fails for similar reasons: It runs afoul of the statute of frauds and any partial performance can be explained independent of any contract. An implied in fact contract "is a true contract, containing all necessary elements of a binding agreement." *Vereen v. Clayborne*, 623 A.2d 1190, 1193 (D.C. 1993) (quoting *Bloomgarden v. Coyer*, 479 F.2d 201, 208 (D.C. Cir. 1973)). It differs from an express contract only in that its terms are "inferred from the conduct of the parties in the milieu in which they dealt" rather than stated in words. *Id.* (quoting *Bloomgarden*, 479 F.2d at 208).

Judge Irving ruled that this claim was barred by the statute of frauds as well. Farooqui does not dispute the doctrine's application to implied contracts generally, so we take that as a conceded point. But Farooqui argues that "for the reasons just explained" in relation to his breach of contract claim, the statute of frauds is no bar to this claim. Though Farooqui never spells this out, we take him to mean that he

[1] We avoid describing this as a "quantum meruit" claim ourselves because that is an ambiguous term that could be understood to cover Farooqui's next, unjust enrichment, claim as well. *See Vereen v. Clayborne*, 623 A.2d 1190, 1194 (D.C. 1993) ("This particular quantum meruit analysis is more commonly known as a theory of unjust enrichment."); *see also Boyd v. Kilpatrick Townsend & Stockton*, 164 A.3d 72, 85 (D.C. 2017) (McLeese, J., concurring) (discussing the imprecisions in what a "quantum meruit" claim covers).

acknowledges the implied contract he alleges could not be performed within one year, so that the statute of frauds presumptively bars its enforcement, but that the "part performance" exception applies to rescue this claim as well.

This argument fails for the same reasons it failed to save Farooqui's breach of contract claim: Whatever partial performance occurred here, it was not "unequivocal evidence of the alleged agreement." *Zanders*, 980 A.2d at 1102. There are various other plausible explanations consistent with the parties' conduct, and at least arguably more consistent with Farooqui's own narrative of the events. One possibility is that Farooqui was trying to ingratiate himself to potential future employers, including both Wong and Samara, by demonstrating his value. Another possibility is that, while Farooqui hoped to be compensated, he was indifferent as to who that compensation came from, and Samara and Boeing were other candidates who might have compensated him as a sort of fixer or middleman rather than Wong. Farooqui testified to just that, indicating that whenever a deal was reached, he expected to be compensated by "whoever ultimately [he] reach[ed] an agreement with."

Farooqui's nebulous expectation that his work between 2012 and 2018 would be fairly compensated by *somebody* is far from "unequivocal evidence of [any] alleged agreement" with Wong or the other appellees. *Id*. The part performance

exception thus does not rescue his implied contract claim from the statute of frauds, which renders this alleged contract unenforceable as well.

3. Unjust Enrichment

We now turn to Farooqui's equitable claims, where his arguments fare better. First is his unjust enrichment claim, which in our view is the most comfortable fit with what Farooqui alleges in this case. "Unjust enrichment occurs when: (1) the plaintiff conferred a benefit on the defendant; (2) the defendant retains the benefit; and (3) under the circumstances, the defendant's retention of the benefit is unjust." *Peart v. D.C. Hous. Auth.*, 972 A.2d 810, 813 (D.C. 2009) (quoting *News World Commc'ns, Inc. v. Thompsen*, 878 A.2d 1218, 1222 (D.C. 2005)). "Whether unjust enrichment occurred" is evaluated on "on a case-by-case basis" and depends on "the particular circumstances giving rise to the claim." *Id.* at 814. It does not depend on any contractual relationship between the parties—indeed, a contractual relationship usually defeats any claim of unjust enrichment—and instead focuses on "whether it is fair and just for the recipient to retain the benefit, not on whether the person or persons who bestowed the benefit had any duty to do so." *Id.* (quoting *4934, Inc. v. D.C. Dep't of Emp. Servs.*, 605 A.2d 50, 56 (D.C. 1992)); *see Glasgow v. Camanne Mgmt. Inc.*, 261 A.3d 208, 215 (D.C. 2021) ("An unjust enrichment claim is generally barred where a contract controls the respective rights of the parties.").

Farooqui's unjust enrichment claim is essentially that appellees financially benefited from his uncompensated work and that under the circumstances it would be unjust not to redirect at least part of that conferred benefit to Farooqui. Judge Irving rejected this claim as a matter of law, reasoning that any benefit appellees received was not unjust vis-à-vis Farooqui because he knew the parties had no concrete compensation agreement, yet he continued to work despite rejecting several of Wong's compensation proposals. Contrary to Judge Irving's reasoning, the ongoing negotiations between the parties and lack of any firm contract among them is not fatal to Farooqui's unjust enrichment claim. It is largely inconsequential to it—unjust enrichment tends to be relevant only in the absence of a contractual relationship. *See Glasgow*, 261 A.3d at 215.

On this record, taken in the light most favorable to Farooqui, a reasonable factfinder could readily conclude that Farooqui conferred substantial financial benefits on appellees and that it would be unjust for appellees to retain the entirety of those benefits given Farooqui's extensive and uncompensated work. Appellees offer four counterpoints—the last is unique to Zhou—but none of them is persuasive.

First, they cite to *Bloomgarden*, 479 F.2d at 211-12, for the proposition that unjust enrichment does not apply when "a duty to pay" for "personal services" is "left open to future negotiation." *Bloomgarden* is a D.C. Circuit case that is not

binding on this court,[2] but putting that point aside, it did not adopt such a rule. *Bloomgarden* says only that unjust enrichment does not apply "where it is clear that the benefit was conferred gratuitously or officiously, or that the question of payment was left to the unfettered discretion of the recipient." 479 F.2d at 211. But Farooqui's account, which there is evidence to support and which we must assume to be true in this posture, is not that he provided benefits gratuitously or officiously, or that he left his compensation to appellees' unfettered discretion. It is that he worked to benefit appellees with everybody understanding that he would have to be *fairly* compensated for his services, in line with the market value of those services to be determined later. If a factfinder believes that account, then it could readily rule in Farooqui's favor on his unjust enrichment claim.

Second, appellees suggest that this claim fails because Farooqui has not quantified the purported benefit he conferred on appellees with sufficient precision. We disagree both because Farooqui was not required at the summary judgment stage to quantify his damages with any particular precision, and because, in any event, he has done plenty to quantify his damages. On the first point, our precedents are clear

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[2] Decisions from the D.C. Circuit prior to February 1, 1971, are binding on divisions of this court. *See Davidson v. United States*, 137 A.3d 973, 974 n.2 (D.C. 2016) (citing *M.A.P. v. Ryan*, 285 A.2d 310 (D.C. 1971)). *Bloomgarden* was decided after that cutoff date, in 1973.

that "a plaintiff need not . . . show the amount of damages" to survive summary judgment, but instead "is obligated only to show that [damages] exist and are not entirely speculative." *Cormier v. D.C. Water & Sewer Auth.*, 959 A.2d 658, 667 (D.C. 2008) (quoting *Rafferty v. NYNEX Corp.*, 744 F. Supp. 324, 331 n.26 (D.D.C. 1990)). On the next point, Farooqui adduced evidence showing he negotiated the acquisition of at least three satellites for Wong's businesses, that those satellite acquisitions were enormously profitable for the businesses, and that Farooqui had significant out-of-pocket expenses while working on appellees' behalf. He also produced evidence of extensive negotiations where appellees proposed to compensate him for his past work, and a factfinder could reasonably find that the value of Farooqui's services were in whatever ballpark the parties were negotiating in. That is enough evidence of damages for this claim to survive summary judgment.

Third, appellees argue that the three-year statute of limitations applicable to unjust enrichment bars this claim. *See* D.C. Code § 12-301(a)(8); *Flagstar Bank, FSB v. Advanced Fin., Invs., LLC*, 333 A.3d 851, 863 (D.C. 2025). In their view, Farooqui conferred any alleged benefits on them more than three years before he filed suit in October 2019. We disagree and conclude that this argument likewise raises questions that are properly left to the factfinder. Importantly, and contrary to appellees' framing, the statute of limitations on unjust enrichment claims does not begin to run the moment any benefit is conferred, but instead after the "last service

has been rendered *and compensation has been wrongfully withheld*." *See Boyd*, 164 A.3d at 79 (emphasis added). On these facts, a reasonable factfinder might very well conclude that Farooqui conferred various benefits on appellees more than three years before he filed suit—i.e., in the years before October 2016—but nonetheless find that withholding compensation did not become unjust until the parties hit an impasse in their efforts to negotiate express terms of compensation (seemingly in late 2018). So this statute of limitations argument likewise raises genuine issues of material fact for a factfinder to resolve.

Finally, Zhou separately contends he was entitled to summary judgment on the unjust enrichment claim because he could not be held personally liable as a mere investor and shareholder in Wong's companies. We disagree because Zhou is not viewing the evidence in the light most favorable to Farooqui, as we must at this stage. Farooqui points to evidence that Zhou was personally involved in approving the satellite deals, and that they were in fact a "pet project" of his. Farooqui also adduced evidence that Zhou personally assured him on several occasions that he would "do good by [him]." In our view, there remain several factual disputes about Zhou's relationship to Wong, Wong's companies, and Farooqui, that preclude summary judgment in his favor. Accordingly, we reverse summary judgment on the unjust enrichment claim.

4. Promissory Estoppel

Next is Farooqui's promissory estoppel claim, which was based on Wong's repeated promises to compensate him for his services. Judge Irving granted summary judgment for appellees on this claim as well, reasoning that all of Wong's alleged promises were too indefinite and that Farooqui did not adduce evidence that he relied on those promises. We disagree.

To make out a promissory estoppel claim, "there must be evidence of a promise, the promise must reasonably induce reliance upon it, and the promise must be relied upon to the detriment of the promisee." *Simard v. Resol. Trust Corp.*, 639 A.2d 540, 552 (D.C. 1994). The promise "need not be as specific and definite as a contract," but must be more than a mere promise to "bargain in good faith." *Bender v. Design Store Corp.*, 404 A.2d 194, 196-97 (D.C. 1979). Similarly, mere "declinations or refusals to negotiate [an] issue" are not enforceable promises, *see Duke v. Am. Univ.*, 675 A.2d 26, 28 n.1 (D.C. 1996) (per curiam), nor is "the promise of an agreement" "if the material terms could [later] be worked out," *New Econ. Cap., LLC v. New Mkts. Cap. Grp.*, 881 A.2d 1087, 1097 (D.C. 2005).

Taking the evidence in the light most favorable to Farooqui, he has adduced evidence from which a reasonable factfinder could rule in his favor on this claim: First, Farooqui provided evidence of a clear or definite promise, contrary to Judge

Irving's reasoning. Those promises included Wong telling him—in some instances, in writing—"I will make you whole," "I will take care of you," and "Going forward a lot more help will be needed and be paid for." Second, Farooqui produced evidence that he relied on those promises. He offered sworn statements that he dedicated upwards of fifty percent of his professional time over several years helping Wong's ventures while neglecting his own businesses as a result. Third, contrary to appellees' suggestion, Farooqui has sufficiently quantified his damages for summary judgment purposes. As we have already explained as to the unjust enrichment claim, at this stage of the litigation Farooqui had to show only that he suffered non-speculative damages, and the precise quantum of damages is generally a matter for trial. *See Cormier*, 959 A.2d at 667. We are satisfied that there is enough evidence in the record to award Farooqui damages on a non-speculative basis.

Finally, the appellees again argue that the statute of limitations bars this claim because most of the satellite deals were completed more than three years before Farooqui filed suit. *See* D.C. Code § 12-301(a)(8). We again disagree. Farooqui adduced evidence that over the years he was repeatedly assured that his compensation was forthcoming, and if a factfinder believes that version of the facts, it might similarly conclude that, with each new promise, the statute of limitations began anew. That is because the "lulling doctrine" prevents a defendant in those circumstances from availing himself of a statute of limitations defense: "[A]

defendant is estopped from asserting the statute of limitations as a bar to plaintiff's action if he has done anything that would tend to lull the plaintiff into inaction and thereby permit the statutory limitation to run against him." *Interdonato v. Interdonato*, 521 A.2d 1124, 1135 (D.C. 1987) (quoting *Property 10–F, Inc. v. Pack & Process, Inc.*, 265 A.2d 290, 291 (D.C. 1970)). When the record supports that some lulling occurred, as it does here, that will generally raise an issue of fact that "precludes the granting of summary judgment based on the statute of limitations." *Id.* at 1135-36.

5. Fraud and Fraud in the Inducement

Farooqui next challenges the grant of summary judgment against him as to his fraud claim, which he argues was sufficiently supported by evidence that Wong fraudulently deceived him into believing he would ultimately be paid. The trial court granted summary judgment against Farooqui on this claim, echoing its reasoning as to the promissory estoppel claim, on the ground that Farooqui could not establish that he relied to his detriment on those promises. As we have already explained, we disagree with the trial court about that—there was plenty of evidence that Farooqui relied on Wong's promises of compensation. We nonetheless uphold the trial court's ruling on an alternative ground, which is that Farooqui did not adduce evidence from which a reasonable factfinder could conclude that Wong acted with fraudulent intent.

See Greycoat Hanover F St. Ltd. P'ship v. Liberty Mut. Ins. Co., 657 A.2d 764, 767 (D.C. 1995) (we may affirm summary judgment for reasons separate from the trial court so long as there is no procedural unfairness in doing so).

As relevant here, to succeed on a fraud claim a plaintiff must adduce "clear and convincing evidence" that, among other things, the defendant acted "with intent to deceive." *Sibley v. St. Albans Sch.*, 134 A.3d 789, 808-09 (D.C. 2016). "The mere breach of a promise is never enough in itself to establish th[is] fraudulent intent." *Va. Acad. of Clinical Psychs. v. Grp. Hosp. and Med. Servs., Inc.*, 878 A.2d 1226, 1234 (D.C. 2005) (quoting Prosser & Keaton on Torts § 109, at 764-65 (5th ed. 1984)). Instead, for a breach of a promise to be fraudulent, the plaintiff must present clear and convincing evidence that "the promisor had no present intention of carrying" out his promises at the time of their making. *Id.* at 1233-34 (citing *Bennett v. Kiggins*, 377 A.2d 57, 60-61 (D.C. 1977)).

The evidence here would simply not permit a reasonable factfinder to conclude, by clear and convincing evidence, that Wong never had the intention to fulfill his promises. In fact, Farooqui's own evidence demonstrated that Wong repeatedly tried to make good on his promises by offering to involve Farooqui in business opportunities and to compensate him on mutually agreeable terms. *See id.* at 1236 (plaintiff failed to provide sufficient evidence that the defendants "had

planned, upon entering into the contract" to deny services "contrary to the contractual representations and then in fact did so"). The evidence adduced in the light most favorable to Farooqui paints a fairly consistent picture that Wong had every intention of compensating Farooqui, but that the two either reached something of an impasse in their negotiations, or perhaps Wong just had a change of heart after the fact. In either case, without more, no reasonable factfinder could be firmly convinced on this evidence that Wong had always intended to renege on his promises and fraudulently induced Farooqui into helping him and his businesses acquire the subject satellites.

C. Evidentiary Rulings

Because we revive Farooqui's unjust enrichment and promissory estoppel claims, we exercise our discretion to address certain evidentiary challenges that he raises on appeal and are likely to arise again on remand. *See Ray v. Am. Nat'l Red Cross*, 696 A.2d 399, 407 (D.C. 1997) (deciding evidentiary claims that "are likely to arise again on remand"); *Hto7, LLC v. Elevate, LLC*, 319 A.3d 368, 371 (D.C. 2024) (doing likewise "[f]or the sake of judicial efficiency"); *cf. Jackson v. Condor Mgmt. Grp., Inc.*, 587 A.2d 222, 226 (D.C. 1991) (declining to consider issues that "may or may not arise again upon remand").

First, Farooqui identified Patrick Campbell as a potential lay witness who could testify to the nature of Farooqui's work for Wong. Campbell worked with Wong's companies on the satellite acquisitions and had personal knowledge of Farooqui's work. Farooqui expected Campbell to opine that Farooqui "deserved" to be or "should have been" compensated for his work. Judge Ross precluded Campbell from offering that lay opinion testimony, and on appeal Farooqui contends that was an abuse of discretion. We disagree.

Campbell could certainly offer any relevant testimony he has about the nature of Farooqui's work and the value of it, to the extent he has personal knowledge of those topics. *See Harrison v. United States*, 76 A.3d 826, 841 (D.C. 2013) (lay witness testimony "is admissible if predicated upon concrete facts within their own senses, as distinguished from their opinions or conclusions drawn from such facts"); *Johnson v. United States*, 116 A.3d 1246, 1248-49 (D.C. 2015) (explaining that the District follows Fed. R. Evid. 701 and the accompanying restrictions on lay witness testimony). But whether Farooqui "deserved" or "should have been" compensated is ultimately a matter of opinion, and a question for the factfinder to decide, rather than a topic that any lay witness should be permitted to opine upon. *See, e.g.*, *Jones v. United States*, 512 A.2d 253, 260 (D.C. 1986) (holding it was improper to permit a police officer's lay opinion testimony that defendant was "acting as an apparent lookout," when "the jury was just as capable of drawing a conclusion about" the

defendant from the actual facts in evidence). The trial court thus acted within its discretion in precluding this aspect of Campbell's testimony.

Second, Farooqui offered Taylor Ehrlich as a damages expert, and Ehrlich produced a report that tried to quantify Farooqui's damages under several theories. Judge Ross put various restrictions on Ehrlich's testimony: (1) he limited Ehrlich to opining on the breach of contract and promissory estoppel claims because Ehrlich did not "conduct an independent assessment of the value of the work [Farooqui] allegedly performed" and instead "relied solely on the terms discussed between" Wong and Farooqui; and (2) he precluded Ehrlich from testifying as to two of three different damages scenarios, concluding that those two scenarios were based on contract terms that were merely proposed and never actually agreed to. On appeal, Farooqui argues that Judge Ross abused his discretion when he placed those limitations on Ehrlich's testimony. We agree that neither restriction on Ehrlich's testimony was warranted.

The District's courts follow Federal Rule of Evidence 702 when assessing the admissibility of expert testimony. *See Motorola Inc. v. Murray*, 147 A.3d 751, 758-59 (D.C. 2016) (en banc). We review admissibility decisions under that rule for abuse of discretion. *District of Columbia v. Facebook, Inc.*, 340 A.3d 1, 10 (D.C. 2025). Judge Ross seemed to reason that Ehrlich could not reliably measure the value

of Farooqui's work—or of the benefits that work conferred on appellees—by reference to the compensation terms the parties negotiated but never agreed upon. That is why Judge Ross limited Ehrlich to testifying as to the breach of contract and promissory estoppel claims, i.e., the court reasoned that his testimony was only relevant to the extent the parties agreed to some express terms. In Judge Ross's view, Ehrlich had to have some means of valuing Farooqui's work independent of any negotiated terms before his testimony would be sufficiently helpful or reliable to put before a factfinder as to the unjust enrichment claim.

We do not track that reasoning. Over the years, the parties discussed a variety of terms for compensating Farooqui, including equity shares in companies that lay jurors would have limited ability to assess the value of. There is no dispute that Ehrlich's testimony would supply the factfinder with a means for assessing the values of those various terms, whether they were agreed to or not. If they were agreed to, as Farooqui contends, then even though the purported 2018 oral agreement is not enforceable under the statute of frauds, the terms of that agreement may yet have strong evidentiary value in assessing the damages attendant to an unjust enrichment claim: "[E]ven an unenforceable contract may serve to establish value for restitution purposes." *See* Restatement (Third) of Restitution and Unjust Enrichment § 49 cmt. g. Moreover, even if a factfinder were to conclude that the parties never reached an agreement on precise compensation terms, Ehrlich's testimony could still be

enormously probative in helping the factfinder understand the rough ballpark that the parties were negotiating within, and that in turn is one reasonable reflection of the value of Farooqui's services. *See id.* That is, a factfinder might quite reasonably conclude—as relevant to assessing damages for an unjust enrichment claim—that appellees were enriched somewhere in the ballpark of how they proposed to remunerate Farooqui for his past services, or somewhere in the delta between where the parties' various offers and counteroffers were, even if unagreed to.

Simply put, the shortcomings the trial court highlighted in Ehrlich's testimony go to its weight and not its admissibility. Any gaps in his reasoning "did not require exclusion" of his testimony "but rather were the proper subject of cross-examination." *Wilson Sporting Goods Co. v. Hickox*, 59 A.3d 1267, 1273 (D.C. 2013); *see also Benn v. United States*, 978 A.2d 1257, 1274-75 (D.C. 2009) (identifying "[v]igorous cross-examination, presentation of contrary evidence, and careful instruction on the burden of proof" as the tools for "attacking shaky but admissible evidence" (quoting *Daubert v. Merrell Dow Pharms.*, 509 U.S. 579, 596 (1993))). We do not see any sound basis for the restrictions that the trial court placed on Ehrlich's testimony, and so we hold the trial court abused its discretion in imposing them.

III. Conclusion

For the foregoing reasons, we: (1) affirm the trial court's grant of summary judgment in appellees' favor on the breach of contract, breach of implied in fact contract, and fraud claims; (2) reverse the trial court's grant of summary judgment on the unjust enrichment and promissory estoppel claims; (3) uphold the trial court's ruling restricting Campbell's lay witness testimony; and (4) vacate the trial court's order placing certain restrictions on Ehrlich's expert testimony. We remand the case to the trial court for further proceedings consistent with this opinion.

So ordered.