

# New York Law Journal

ALM Properties, Inc.

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## Turner v. Temptu Inc.

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Judge Jesse Furman

This action arose out of a failed business relationship between Turner and Temptu Inc. Turner alleged that after entering into a partnership agreement, Temptu stole her concept of a home-use airbrush makeup system, thereby breaching their contract. Turner argued that the underlying blog was an enforceable contract creating a joint venture between them. After examining the record, the court concluded Turner failed to present evidence from which a reasonable jury could find the parties formed a contract. It reasoned that the record was clear that the parties did not agree to all material terms. Specifically, they did not agree how losses would be shared, "indispensable" to the formation of a joint venture. Although Turner urged the court to infer an agreement to share losses because the parties discussed partnering "equally" and "all the other elements of partnership [we]re present," the court concluded that the law in this circuit was clear that a joint venture could not be formed if the parties did not agree to share in the losses of their enterprise. Thus the court ruled that Turner had failed to raise a triable issue of fact as to the existence of a contract, and Temptu's motion for summary judgment on the breach of contract claim was granted.

