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# [***Rowland Global LLC v. Good Clean Love, Inc.***](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5SV2-36F1-FGY5-M2Y0-00000-00&context=)

United States District Court for the District of New Jersey

December 12, 2017, Decided; December 12, 2017, Filed

Civil Action No. 15-5738 (MCA) (MAH)

**Reporter**

2017 U.S. Dist. LEXIS 221451 \*

ROWLAND GLOBAL LLC, Plaintiff, v. GOOD CLEAN LOVE, INC., Defendant.

**Core Terms**

appearing, services, damages, motion to dismiss, unjust enrichment, negligently, negligent misrepresentation, incorrect statement, promissory estoppel, definite promise, justifiably rely, cause of action, economic loss, quotations, detriment, promise, relies, unjust

**Counsel:** **[\*1]**For ROWLAND GLOBAL LLC, Plaintiff, Counter Defendant: STEVEN ROBERT ROWLAND, LEAD ATTORNEY, Brown Moskowitz & Kallen, P.C., Summit, NJ.

For GOOD CLEAN LOVE, INC., Defendant, Counter Claimant: ADLAI J.J. SMALL, JASON CHARLES SPIRO, LEAD ATTORNEYS, Spiro LLC, Short Hills, NJ.

**Judges:** Madeline Cox Arleo, UNITED STATES DISTRICT JUDGE.

**Opinion by:** Madeline Cox Arleo

**Opinion**

**ORDER**

**THIS MATTER** having come before the Court on Defendant Good Clean Love, Inc.'s ("Defendant") renewed Motion to Dismiss the Plaintiff Rowland Global LLC's ("Plaintiff") Amended Complaint, ECF No. 113;

and it appearing that this matter arises from Defendant's engagement of Plaintiff's services to market and distribute Defendant's products from October 2014 through May 2015, and the subsequent dispute over the payment of those services, Am. Compl. ¶¶ 13-40, ECF No. 91;

and it appearing that Defendant seeks dismissal on the grounds that Plaintiff has failed to state a claim upon which relief can be granted pursuant to [*Fed. R. Civ. P. 12(b)(6)*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5GYC-1WP1-6N19-F0YW-00000-00&context=);[[1]](#footnote-0)1

and it appearing that Plaintiff has alleged a Contract claim (Count One);

and it appearing that Plaintiff has adequately alleged a contract for marketing services and a contract for a finder's fee, breach of each contract and damages,[[2]](#footnote-1)2 see**[\*2]** Am. Compl. ¶¶ 41-64;

and it appearing that Plaintiff has alleged Unjust Enrichment (Count Two);[[3]](#footnote-2)3

and it appearing that Plaintiff has adequately alleged that it conferred benefits on Defendant through consulting services provided and that retention of that benefit without payment would be unjust,[[4]](#footnote-3)4 see Am. Compl. ¶¶ 65-76;

and it appearing that Plaintiff has alleged Promissory Estoppel (Count Three);

and it appearing that Plaintiff has adequately alleged a clear and definite promise to pay for services and that plaintiff relied on such promises to its detriment,[[5]](#footnote-4)5 see Am. Compl. ¶¶ 77-80;

and it appearing that Plaintiff has alleged Negligent Misrepresentation (Count Four);

and it appearing that Plaintiff has adequately alleged that defendant negligently misstated that it was compliant with applicable ***regulations***; that Plaintiff relied on those statements by continuing to perform work; and that plaintiff was damaged as a result,[[6]](#footnote-5)6 see Am. Compl. ¶¶ 81-85;

and it appearing that in moving to dismiss, defendant relies on select portions of the pleadings and ignores other and relies on cases granting summary**[\*3]** judgment on a complete record;

and it appearing that defendant's argument would be more appropriately raised in a summary judgment motion at the close of discovery;

**IT IS ON THIS 12th day of December, 2017**,

**ORDERED** that Defendant Good Clean Love, LLC's Motion to Dismiss, ECF No. 113, is **DENIED**.

***s/Madeline Cox Arleo***

UNITED STATES DISTRICT JUDGE

**End of Document**

1. 1In considering a motion under [*12(b)(6)*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5GYC-1WP1-6N19-F0YW-00000-00&context=) or [*12(c)*](https://advance.lexis.com/api/document?collection=statutes-legislation&id=urn:contentItem:5GYC-1WP1-6N19-F0YW-00000-00&context=), the Court accepts as true all of the facts in the complaint and draws all reasonable inferences in favor of the nonmoving party. [*Bayer Chemicals Corp. v. Albermarle Corp., 171 F. App'x 392, 397 (3d Cir. 2006)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4JJ1-S8V0-0038-X1VH-00000-00&context=). The facts alleged must be "more than labels and conclusions, and a formulaic recitation of the elements of a cause of action will not do." [*Bell Atl. Corp. v. Twombly, 550 U.S. 544, 555, 127 S. Ct. 1955, 167 L. Ed. 2d 929 (2007)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4NSN-8840-004C-002M-00000-00&context=). A complaint will survive a motion to dismiss for failure to state a claim if it states a claim for relief that is plausible on its face. [*Ashcroft v. Iqbal, 556 U.S. 662, 679, 129 S. Ct. 1937, 173 L. Ed. 2d 868 (2009)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4W9Y-4KS0-TXFX-1325-00000-00&context=). [↑](#footnote-ref-0)
2. 2Under New Jersey law, the elements of a breach of contract are that: (1) the parties entered into a valid contract; (2) the defendant failed to perform its contractual obligation; and as a result (3) the plaintiff sustained damages. [*Sheet Metal Workers Int'l Ass'n Local Union No. 27, AFL—CIO v. E.P. Donnelly, Inc., 737 F.3d 879, 900 (3d Cir. 2013)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5B22-C1J1-F04K-K14F-00000-00&context=) (citing [*Coyle v. Englander's, 199 N.J. Super. 212, 488 A.2d 1083 (App. Div. 1985))*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S3J-WVH0-003C-P4WJ-00000-00&context=). [↑](#footnote-ref-1)
3. 3At the pleading stage, a plaintiff may assert both contract and unjust enrichment claims as an alternative cause of action. See [*SDC Information Services, Inc. v. Intelligroup, Inc., No. 11-05874, 2012 U.S. Dist. LEXIS 80792, 2012 WL 2119156, at \*2 (D.N.J. June 11, 2012)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:55VX-D941-F04D-W25J-00000-00&context=) (citing [*MK Strategies, LLC v. Ann Taylor Stores Corp., 567 F.Supp.2d 729 (D.N.J. 2008))*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4T4Y-VRY0-TXFR-F24K-00000-00&context=). [↑](#footnote-ref-2)
4. 4"Generally, to claim unjust enrichment, a plaintiff must allege that (1) at plaintiff's expense (2) defendant received benefit (3) under circumstances that would make it unjust for defendant to retain benefit without paying for it." [*In re Ford Motor Co. E—350 Van Prods. Liab. Litig., No. 03-4558, 2008 U.S. Dist. LEXIS 73690, 2008 WL 4126264, at \*21 (D.N.J. Sept. 3, 2008)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4TJ2-7RM0-TXFR-F304-00000-00&context=) (quoting In re K—[*Dur* ***Antitrust*** *Litig., 338 F.Supp.2d 517, 544 (D.N.J. 2004))*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4DGB-TC80-0038-Y415-00000-00&context=). [↑](#footnote-ref-3)
5. 5"The elements of promissory estoppel are: (1) a clear and definite promise, (2) made with the expectation that the promisee will rely upon it, (3) reasonable reliance upon the promise, (4) which results in definite and substantial detriment." [*East Orange Bd. Of Educ. v. N.J. Sch. Const. Corp., 405 N.J. Super. 132, 148, 963 A.2d 865 (App. Div. 2009)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:4VHW-73V0-TXFV-F2T2-00000-00&context=) (internal quotations omitted). [↑](#footnote-ref-4)
6. 6The elements for a claim of negligent misrepresentation are: "(1) an incorrect statement, (2) negligently made, (3) justifiably relied on, (4) resulting in economic loss." [*Andreula v. Capital One Financial Corp., No. 14-5276, 2016 U.S. Dist. LEXIS 163258, 2016 WL 6953422, at \*3 (D.N.J. Nov. 28, 2016)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:5M8K-1531-F04D-W06T-00000-00&context=) (internal quotations omitted); see also [*H. Rosenblum, Inc. v. Adler, 93 N.J. 324, 334, 461 A.2d 138 (1983)*](https://advance.lexis.com/api/document?collection=cases&id=urn:contentItem:3S3J-W1P0-003C-P3WX-00000-00&context=) ("An incorrect statement, negligently made and justifiably relied upon, may be the basis for recovery of damages for economic loss or injury sustained as a consequence of that reliance."). [↑](#footnote-ref-5)