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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Aqua Connect,)	CV 11-5764 RSWL (MANx)
)	
Plaintiff,)	
)	Statement of Conclusions
vs.)	of Law Re: Defendants'
)	Motion for Summary
)	Judgment, or in the
)	Alternative for Summary
Code Rebel, LLC; Arben)	Adjudication [102]
Kryeziu; Volodymyr Bykov;)	
and DOES 1 through 10,)	
)	
Defendants.)	
)	
)	
)	

After consideration of the papers and arguments in support of and in opposition to Defendants' Motion for Summary Judgment, or in the Alternative for Summary Adjudication [102], this Court makes the following conclusions of law.

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1 **CONCLUSIONS OF LAW**

2 1. Under California law, “[a] person may not
3 ordinarily recover in tort for the breach of duties
4 that merely restate contractual obligations.” Aas v.
5 Sup. Ct., 24 Cal.4th 627, 643 (2000). “Courts will
6 generally enforce the breach of a contractual promise
7 through contract law, except when the actions that
8 constitute the breach violate a social policy that
9 merits the imposition of tort remedies.” Stop Loss
10 Ins. Brokers, Inc. v. Brown & Toland Med. Grp., 143
11 Cal. App. 4th 1036, 1041 (2006). “Conduct amounting to
12 a breach of contract becomes tortious only when it also
13 violates a duty independent of the contract arising
14 from principles of tort law.” Erlich v. Menezes, 21
15 Cal.4th 543, 551 (1999).

16 2. Plaintiff’s false promise claim merely restates
17 its breach of contract claim. Therefore Plaintiff’s
18 false promise claim is dismissed.

19 3. “Generally, federal courts in California have
20 ruled that unjust enrichment is not an independent
21 cause of action because it is duplicative of relief
22 already available under various legal doctrines.” See
23 Vicuna v. Alexia Foods, Inc., No. C 11-6119 PJH, slip
24 op. at *3 (N.D. Cal. April 27, 2012).

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