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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

Aqua Connect,	)	CV 11-5764 RSWL (MANx)
	)	
Plaintiff,	)	
	)	<b>Statement of Conclusions</b>
	)	<b>of Law Re:</b> Defendants'
vs.	)	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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1 4. Plaintiff's unjust enrichment claim seeks  
2 damages of \$10,000,000 that is duplicative of relief  
3 available under its breach of contract and unfair  
4 competition claims. Therefore, Plaintiff's unjust  
5 enrichment claim is dismissed.

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7 **IT IS SO ORDERED.**

8 DATED: July 23, 2013

9 RONALD S.W. LEW

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**HONORABLE RONALD S.W. LEW**  
11 Senior, U.S. District Court Judge  
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