

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
OHIO

Trickeration, Inc. dba Donegal Bay v. JAG Alliance, LLC dba CBD
Hemp Experts

Trickeration · No. 1:25CV00500 · Decided December 1, 2025

SUMMARY

The United States District Court for the Northern District of Ohio considers Defendant JAG Alliance, LLC’s partial motion to dismiss Plaintiff Trickeration, Inc.’s fraudulent misrepresentation claim under Federal Rule of Civil Procedure 12(b)(6). The court concludes that Plaintiff failed to plead reliance and resulting injury with sufficient factual specificity under Federal Rule of Civil Procedure 9(b), and grants the motion. The underlying dispute concerns delayed and allegedly incomplete deliveries of lotion products, a prepaid deposit, and Plaintiff’s claims for breach of contract, unjust enrichment, and fraudulent misrepresentation.

CASE DETAILS

COURT	United States District Court for the Northern District of Ohio
WRITING FOR THE COURT	Pamela A. Barker
JURISDICTION	United States District Court for the Northern District of Ohio
DECIDED	December 1, 2025
DOCKET	1:25CV00500
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved under Federal Rule of Civil Procedure 12(b)(6) to dismiss Plaintiff's fraudulent-misrepresentation claim and to strike Plaintiff's request for attorneys' fees. Plaintiff opposed the motion and requested leave to amend if the court found the pleading deficient.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts well-pleaded factual allegations as true and determines whether the complaint states a plausible claim for relief. Fraud allegations are subject to Federal Rule of Civil Procedure 9(b)'s heightened particularity requirement.
PRECEDENTIAL VALUE	nonprecedential

TOPICS

motions to dismiss

civil procedure

fraud

attorney fees

contracts

PRACTICE AREAS

civil procedure

fraud

contracts

commercial litigation

attorney fees

QUESTIONS PRESENTED

1. Whether Plaintiff sufficiently pleaded fraudulent misrepresentation under Ohio or Florida law.
2. Whether Plaintiff's fraud allegations satisfied Federal Rule of Civil Procedure 9(b).
3. Whether Plaintiff's request for attorneys' fees survived dismissal when it was premised entirely on the fraud claim.
4. Whether Plaintiff was entitled to leave to amend based on a cursory request in its opposition brief.

HOLDINGS

1. Plaintiff failed to state a fraudulent-misrepresentation claim because it did not allege facts showing that it relied on the specifically identified April 13, 2023 representation or suffered injury resulting from reliance on that representation.
2. Plaintiff did not plead its alleged fraud with the particularity required by Rule 9(b) because its broad allegations did not identify the time, place, or speaker of the alleged representations, apart from the inadequately pleaded April 13 statement.
3. Plaintiff's request for attorneys' fees was dismissed because Plaintiff acknowledged that the request was premised entirely on its deficient fraud claim.
4. Plaintiff was not entitled to leave to amend based on a barebones request in its opposition brief without a proposed amended complaint or an explanation of how amendment would cure the pleading defects.

KEY QUOTATIONS

“Thus, under either Florida or Ohio law, Plaintiff herein must adequately plead reliance on Defendant’s alleged misrepresentation and injury resulting from that reliance.” (at 10)

“The Court rejects this argument. As Defendant correctly notes, Plaintiff does not allege any facts in support of either of these conclusory allegations.” (at 13)

“Plaintiff’s request for leave to amend is DENIED.” (at 17)

“Count III of the Second Amended Complaint and Plaintiff’s request for attorneys’ fees are both DISMISSED.” (at 17)

FACTUAL BACKGROUND

Plaintiff paid Defendant a \$411,250 deposit under an arrangement for the manufacture and delivery of logo-imprinted lotion products. Plaintiff alleged that deliveries were late, Defendant failed to provide requested inventory and billing information, and Defendant refused to return the remaining deposit after Plaintiff

terminated the relationship. The only specifically identified allegedly fraudulent statement was Defendant's April 13, 2023 statement that it had emailed a breakdown invoice, which Defendant recanted the next day.

PROCEDURAL HISTORY

Plaintiff filed this diversity action on March 13, 2025, later filing an Amended Complaint and Second Amended Complaint asserting breach of contract, unjust enrichment, and fraudulent misrepresentation. Defendant filed an Answer, an Amended Answer, a counterclaim, and the partial motion to dismiss. The court granted the motion, dismissed Count III and the request for attorneys' fees, and denied Plaintiff's cursory request for leave to amend.

DISPOSITION

other

CASES CITED

- Bassett v. National Collegiate Athletic Ass'n, 528 F.3d 426, 430 (6th Cir. 2008)
- Nathaniel Brent v. Wayne Cty. Dep't of Human Servs., Brent v. Wayne County Dep't of Human Services, 901 F.3d 656, 694 (6th Cir. 2018)
- Tackett v. M & G Polymers, USA, LLC, 561 F.3d 478, 488 (6th Cir. 2009)
- Bell Atlantic Corp. v. Twombly, 550 U.S. 544, 555-556 (2007)
- JPMorgan Chase Bank, N.A. v. Winget, 510 F.3d 577, 581 (6th Cir. 2007)
- Ashcroft v. Iqbal, 556 U.S. 662, 678-679 (2009)
- Gunasekera v. Irwin, 551 F.3d 461, 466 (6th Cir. 2009)
- Erickson v. Pardus, 551 U.S. 89 (2007)
- Mikulski v. Centerior Energy Corp., 501 F.3d 555, 562 n.4 (6th Cir. 2007)
- Burr v. Stark County Bd. of Comm'rs, 491 N.E.2d 1101, 1102 (Ohio 1986)
- HSBC Bank USA, Natl. Trust Co. v. Teagarden, 6 N.E.3d 678, 684 (Ohio App. 11th Dist. 2013)
- Duff v. Centene Corp., 565 F. Supp. 3d 1004, 1022 (S.D. Ohio 2022)
- McIntyre v. Rice, 2003 WL 21710726, at *3 (Ohio App. 8th Dist. July 24, 2003)
- Graham v. American Cyanamid Co., 350 F.3d 496, 507 (6th Cir. 2003)
- Templeton v. Winner Enterprises, Ltd., 248 N.E.3d 791, 805-806 (Ohio App. 7th Dist. 2024)
- Isaac v. Alabanza Corp., 2007 WL 901596, at *4 (Ohio App. 7th Dist. Mar. 22, 2007)
- Nations Lending Corp. v. Patille, 2023 WL 5671940, at *5-*6 (N.D. Ohio Aug. 23, 2023)
- In re Harris, 3 F.4th 1339, 1349 (11th Cir. 2021)
- Butler v. Yusem, 44 So. 3d 102, 105 (Fla. 2010)
- Arlington Pebble Creek, LLC v. Campus Edge Condominium Association, Inc., 232 So. 3d 502, 505 (Fla. App. 1st Dist. 2017)
- Rashada v. Hathcock, 780 F. Supp. 3d 1212, 1224 (N.D. Fla. 2025)
- Walburn v. Lockheed Martin Corp., 431 F.3d 966, 972 (6th Cir. 2005)

- Michael J. Cavill 2012 Irrevocable Trust v. BMC Growth Fund LLC, 2018 WL 4690792, at *2 (S.D. Ohio Sept. 28, 2018)
- Chesbrough v. VPA, P.C., 655 F.3d 461, 466-467 (6th Cir. 2011)
- Coffey v. Foamex L.P., 2 F.3d 157, 162 (6th Cir. 1993)
- Haynes v. Ally Financial, Inc., 2024 WL 4973488, at *4 (Ohio App. 9th Dist. Dec. 4, 2024)
- Wick v. Ach, 139 N.E.3d 480, 485-486 (Ohio App. 1st Dist. 2019)
- Patterson v. Downtown Medical and Diagnostic Center, Inc., 866 F. Supp. 1379 (M.D. Fla. 1994)
- Owens-Benniefield v. Nationstar Mortgage LLC, 258 F. Supp. 3d 1300, 1319 (M.D. Fla. 2017)
- Gozion v. Cleveland School of the Arts Board of Trustees, 245 N.E.3d 19, 26 (Ohio App. 8th Dist. 2024)
- First-Knox Natl. Bank v. MSD Properties, Inc., 47 N.E.3d 490, 495 (Ohio App. 5th Dist. 2015)
- Begala v. PNC Bank, Ohio, Nat'l Ass'n, 214 F.3d 776, 784 (6th Cir. 2000)
- Salazar v. Paramount Glob., 133 F.4th 642, 653 (6th Cir. 2025)
- Crosby v. Twitter, Inc., 921 F.3d 617, 628 (6th Cir. 2019)

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