

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

Unbeatable.com, Inc. v. LIM Supplies Corp. d/b/a LIM Group, Inc.

Unbeatable.com · No. Civil Action No. 25-5389 (MAS) (JBD) · Decided January 29, 2026

SUMMARY

The United States District Court for the District of New Jersey grants Defendant’s motion to dismiss a breach-of-contract action as barred by New Jersey’s six-year statute of limitations. The court rejects Plaintiff’s argument that the alleged cessation of freight-auditing services constituted a continuing breach, finding that the complaint alleged a single breach rather than successive breaches under an installment or periodically performed contract. The court allows Plaintiff an opportunity to amend to assert any claims that are not time-barred and can cure the identified deficiencies.

CASE DETAILS

COURT	United States District Court for the District of New Jersey
WRITING FOR THE COURT	Michael A. Shipp
JURISDICTION	United States District Court for the District of New Jersey
DECIDED	January 29, 2026
DOCKET	Civil Action No. 25-5389 (MAS) (JBD)
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved under Federal Rule of Civil Procedure 12(b)(6) to dismiss Plaintiff's diversity breach-of-contract complaint as time-barred and for failure to state a claim. The court also considered whether abstention was warranted because a related New York action was pending.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court identifies the elements of the claim, accepts well-pleaded factual allegations as true and construes them in the plaintiff's favor, disregards bare legal conclusions and unsupported accusations, and determines whether the allegations plausibly show entitlement to relief. The defendant bears the burden of showing that no claim has been presented.
PRECEDENTIAL VALUE	unpublished and not for publication

PARTIES

UnbeatableSale.com, Inc. v. LIM Supplies Corp. d/b/a LIM Group, Inc.

TOPICS

statute of limitations

breach of contract

motions to dismiss

contract interpretation

civil procedure

PRACTICE AREAS

contracts

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statute of limitations

QUESTIONS PRESENTED

1. Whether Plaintiff's breach-of-contract claim was barred by New Jersey's six-year statute of limitations.
2. Whether the continuing-breach doctrine applied because the Client Service Agreement allegedly involved continuing or periodic performance.
3. Whether abstention was warranted because of the related pending New York action.
4. Whether Plaintiff should be permitted to amend claims that might not be time-barred and could cure pleading deficiencies.

HOLDINGS

1. Under New Jersey law, a breach-of-contract claim is generally subject to a six-year statute of limitations accruing when the right to institute and maintain suit first arose. Plaintiff's claim accrued when Defendant allegedly ceased providing freight-auditing services in December 2018 and was untimely because Plaintiff did not file suit until May 23, 2025.
2. The continuing-breach doctrine did not apply to Plaintiff's claim as pleaded because the Complaint did not plausibly allege an installment contract or a contract requiring periodic performance that produced successive breaches.
3. Abstention was not warranted, and the court exercised its federal diversity jurisdiction.
4. Plaintiff was given an opportunity to file an amended complaint to the extent it could assert claims that were not time-barred and could cure the deficiencies identified by the court.

KEY QUOTATIONS

“Such allegations describe a single alleged breach, not a series of successive breaches which would make the continuing breach doctrine applicable.”

“Accepting Plaintiff’s argument would effectively transform any contract containing a performance obligation into a continuing contract, a result unsupported by New Jersey law.”

“Plaintiff’s claim is therefore dismissed as time-barred.”

FACTUAL BACKGROUND

In 2018, Plaintiff and Defendant entered into a Client Service Agreement under which Defendant was to provide freight-auditing services in exchange for 40 percent of realized savings, and a separate Consulting Agreement concerning the negotiation of shipping contracts. Plaintiff sent Defendant an email on November 6, 2018, giving 30 days' notice of termination, and Plaintiff alleged that the notice terminated only the Consulting Agreement. Defendant ceased providing freight-auditing services in December 2018. Plaintiff filed this action in May 2025, while a related New York breach-of-contract action between the parties remained pending.

PROCEDURAL HISTORY

Plaintiff filed this action on May 23, 2025, alleging that Defendant breached the Client Service Agreement in December 2018 by ceasing to provide freight-auditing services. Defendant moved to dismiss. After considering the parties' submissions without oral argument, the court granted the motion on statute-of-limitations grounds, while allowing Plaintiff an opportunity to amend to assert claims that are not time-barred and that can cure the identified deficiencies.

DISPOSITION

other

REMAND INSTRUCTIONS

No remand. The motion to dismiss was granted, and Plaintiff was given an opportunity to file an amended complaint asserting claims that are not time-barred and that cure the identified deficiencies.

CASES CITED

- Phillips v. County of Allegheny, 515 F.3d 224, 228 (3d Cir. 2008)
- Bell Atlantic Corp. v. Twombly, 550 U.S. 544, 555 (2007)
- Conley v. Gibson, 355 U.S. 41, 47 (1957)
- Malleus v. George, 641 F.3d 560, 563 (3d Cir. 2011)
- Ashcroft v. Iqbal, 556 U.S. 662, 675, 678-79 (2009)
- Fowler v. UPMC Shadyside, 578 F.3d 203, 210-11 (3d Cir. 2009)
- Hedges v. United States, 404 F.3d 744, 750 (3d Cir. 2005)
- Kehr Packages, Inc. v. Fidelcor, Inc., 926 F.2d 1406, 1409 (3d Cir. 1991)
- Colorado River Water Conservation District v. United States, 424 U.S. 800 (1976)
- Moses H. Cone Memorial Hospital v. Mercury Construction Corp., 460 U.S. 1 (1983)
- Erie Railroad Co. v. Tompkins, 304 U.S. 64, 72 (1938)
- Williams v. BASF Catalysts LLC, 765 F.3d 306, 316-17 (3d Cir. 2014)
- County of Morris v. Fauver, 707 A.2d 958, 971-72 (N.J. 1998)
- Rosenau v. City of New Brunswick, 238 A.2d 169, 172 (N.J. 1968)
- National Utility Service, Inc. v. Cambridge-Lee Industries, Inc., 199 F. App'x 139, 142-43 (3d Cir. 2006)
- Ballantyne House Associates v. City of Newark, 635 A.2d 551, 555 (App. Div. 1993)

- Arthur L. Corbin, Corbin on Contracts § 956 (rev. ed. 2002)
- Diakos v. Rudnick, No. A-2468-15T2, 2017 WL 6398928, at *4 (N.J. Super. Ct. App. Div. Dec. 15, 2017)
- Frederico v. Home Depot, 507 F.3d 188, 202 (3d Cir. 2007)
- Doe v. University of the Sciences, 961 F.3d 203, 208 (3d Cir. 2020)

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