

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
ARKANSAS, CENTRAL DIVISION

Harmony Grove School District v. Global Synthetics Environmental,
LLC, et al.

Harmony Grove · No. 4:25-cv-00750-LPR · Decided February 2, 2026

SUMMARY

The United States District Court for the Eastern District of Arkansas partially grants and partially denies defendants’ motion to dismiss claims arising from the alleged improper resurfacing of a synthetic turf football field. The court allows breach-of-contract and negligence claims against GeoSurfaces, Inc. to proceed, dismisses the standalone implied-covenant claim with prejudice, and dismisses other claims and defendants without prejudice. The court grants leave to amend, addressing express-warranty pleading, entity-specific allegations, and the treatment of res ipsa loquitur as a theory rather than an independent claim.

CASE DETAILS

COURT	United States District Court for the Eastern District of Arkansas, Central Division
WRITING FOR THE COURT	Lee P. Rudofsky
JURISDICTION	United States District Court for the Eastern District of Arkansas, Central Division
DECIDED	February 2, 2026
DOCKET	4:25-cv-00750-LPR
DISPOSITION	other
PROCEDURAL POSTURE	Defendants moved under Federal Rule of Civil Procedure 12(b)(6) to dismiss all claims in Harmony Grove School District's complaint. The court granted the motion in part, denied it in part, and granted leave to amend.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts historical factual allegations in the complaint as true but disregards conclusory allegations, legal conclusions, unsupported conclusions, and unwarranted inferences.
PRECEDENTIAL VALUE	Unknown

PARTIES

Harmony Grove School District v. Global Synthetics Environmental, LLC, Polyloom, GeoSurfaces, Inc., other defendants

TOPICS

motions to dismiss

breach of contract

contracts

negligence

corporate law

PRACTICE AREAS

civil procedure

contracts

torts

corporate law

QUESTIONS PRESENTED

1. Whether the breach-of-contract claim was subject to dismissal because the complaint initially failed to attach the entire contract.
2. Whether Arkansas law recognizes a standalone claim for breach of the implied covenant of good faith and fair dealing.
3. Whether *res ipsa loquitur* is an independent claim subject to dismissal rather than a theory of liability supporting another claim.
4. Whether reliance must be pleaded for a breach-of-express-warranty claim when the warranty is contractual or instead arises outside the contract.
5. Whether the complaint plausibly alleged wrongdoing or responsibility by Polyloom and Global Synthetics Environmental, LLC.
6. Whether the GeoFlo+ manual's remedy and limitation-of-liability provisions conclusively defeated the claims at the pleading stage.

HOLDINGS

1. The breach-of-contract claim was not subject to dismissal on the ground that the entire contract was not initially attached because the omitted contract pages had been supplied through subsequent filings.
2. Arkansas law does not recognize a separate cause of action for breach of the implied covenant of good faith and fair dealing. A breach of the covenant may constitute evidence of a possible breach of contract, but it is not an independent claim.
3. *Res ipsa loquitur* is a theory of liability rather than an independent claim and therefore was not subject to dismissal as a separate claim at this stage.
4. Under Arkansas law, reliance need not be pleaded when the express warranty is contained in the parties' contract, but reliance must be pleaded when the alleged warranty arose outside the contract.
5. The complaint did not plausibly allege that Polyloom itself committed wrongdoing or was legally responsible for GeoSurfaces's alleged wrongdoing, so claims against Polyloom could not proceed on the existing allegations.
6. The complaint did not plausibly connect Global Synthetics Environmental, LLC to the conduct underlying Harmony Grove's claims because the allegations against that entity concerned different work

and a different contract from the 2022 work at issue.

7. The court could not determine at the pleading stage whether the GeoFlo+ manual provisions were part of the parties' contract or otherwise legally effective, so the provisions did not warrant dismissal of all claims.

KEY QUOTATIONS

“Res ipsa loquitur is not a claim; instead, it is a legal theory that can help to prove some other claim of liability.”

“All the Court is saying at this juncture is that there is no standalone implied covenant claim under Arkansas law.”

“An amended complaint supersedes an original complaint and renders the original complaint without legal effect.”

FACTUAL BACKGROUND

Harmony Grove School District owns a synthetic turf football field that was allegedly improperly resurfaced. The complaint attributed the relevant 2022 resurfacing work to GeoSurfaces, Inc., while allegations concerning Global Synthetics Environmental, LLC related to different work performed between 2013 and 2022 under a 2013 contract. The complaint also alleged that Polyloom was believed to be GeoSurfaces's parent company or a recent acquirer, but it did not allege facts showing Polyloom's own wrongdoing or responsibility for GeoSurfaces's conduct.

PROCEDURAL HISTORY

Harmony Grove sued several entities concerning allegedly improper resurfacing of a synthetic turf football field. On the motion to dismiss, the court allowed the breach-of-contract and negligence claims against GeoSurfaces, Inc. to proceed, dismissed other breach-of-contract and negligence claims without prejudice, dismissed the standalone implied-covenant claim with prejudice, and dismissed the express-warranty claims without prejudice. The court granted 21 days to amend.

DISPOSITION

other

CASES CITED

- Wiles v. Capitol Indem. Corp., 280 F.3d 868 (8th Cir. 2002)
- Ark. Rsch. Med. Testing, LLC v. Osborne, 2011 Ark. 158
- Stalter v. Coca-Cola Bottling Co. of Ark., 282 Ark. 443, 669 S.W.2d 460 (1984)
- IPSCO Tubulars, Inc. v. Ajax TOCCO Magnathermic Corp., 779 F.3d 744 (8th Cir. 2015)
- Ciba-Geigy Corp. v. Alter, 309 Ark. 426, 834 S.W.2d 136 (1992)
- Miller v. Ford Motor Co., No. 20-CV-01796-DAD-CKD, 2024 WL 1344597 (E.D. Cal. Mar. 29, 2024)

- Rounds & Porter Lumber Co. v. Burns, 216 Ark. 288, 225 S.W.2d 1 (1949)
- Zean v. Fairview Health Servs., 858 F.3d 520 (8th Cir. 2017)
- Miller v. Redwood Toxicology Lab'y, Inc., 688 F.3d 928 (8th Cir. 2012)
- Dittmer Props., L.P. v. FDIC, 708 F.3d 1011 (8th Cir. 2013)
- In re Atlas Van Lines, Inc., 209 F.3d 1064 (8th Cir. 2000)

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