

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

Apex Lab Solutions, LLC v. Chemisys Laboratories, LLC

Apex Lab Solutions, LLC v. Chemisys Laboratories, LLC · No. 19-09372 (SRC) · Decided January 6, 2026

SUMMARY

The United States District Court for the District of New Jersey grants Apex Lab Solutions, LLC’s Rule 12(b)(6) motion to dismiss Chemisys Laboratories, LLC’s counterclaim. The court holds that the parties’ agreement clearly designated termination following notice and an opportunity to cure as Chemisys’s sole remedy for Apex’s nonperformance. Dismissal is entered with prejudice because amendment would be futile.

CASE DETAILS

COURT	United States District Court for the District of New Jersey
WRITING FOR THE COURT	Stanley R. Chesler
JURISDICTION	United States District Court for the District of New Jersey
DECIDED	January 6, 2026
DOCKET	19-09372 (SRC)
DISPOSITION	dismissed
PROCEDURAL POSTURE	Plaintiff moved under Federal Rule of Civil Procedure 12(b)(6) to dismiss Defendant's counterclaim for breach of contract and breach of the implied covenant of good faith and fair dealing.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts well-pleaded factual allegations as true and draws reasonable inferences in the claimant's favor, but does not credit conclusory allegations. Dismissal is appropriate when the pleaded facts do not state a facially plausible claim for relief.
PRECEDENTIAL VALUE	nonprecedential

TOPICS

- motions to dismiss
- remedies
- breach of contract
- uniform commercial code
- commercial litigation

PRACTICE AREAS

- civil procedure
- contracts
- commercial litigation
- uniform commercial code
- remedies

QUESTIONS PRESENTED

1. Whether the agreement's provision designating termination after notice and an opportunity to cure as Defendant's sole remedy validly limited Defendant's ability to pursue damages or other contractual relief for Plaintiff's alleged nonperformance.
2. Whether Defendant's counterclaim stated a claim for relief available under the agreement and therefore could survive a Rule 12(b)(6) motion.

HOLDINGS

1. The agreement expressly designated termination of the agreement for cause, following notice and an opportunity to cure, as Defendant's sole remedy for Plaintiff's nonperformance.
2. The limited remedy of termination was not so inadequate or unconscionable as to permit Defendant to pursue consequential damages or other relief outside the contractual limitation.
3. Defendant failed to state a claim for relief because the counterclaim sought remedies expressly foreclosed by the agreement's unambiguous sole-remedy provision.

KEY QUOTATIONS

“To withstand a motion to dismiss under Federal Rule of Civil Procedure 12(b)(6), the complaint must contain ‘sufficient factual matter, accepted as true, to ‘state a claim to relief that is plausible on its face.’” (3)

“The Court finds no ambiguity in the phrase ‘sole remedy,’ which plainly limits all other contractual remedies.” (4)

FACTUAL BACKGROUND

The parties' commercial relationship was governed by a written agreement. Defendant's counterclaims alleged, among other things, that Plaintiff breached the agreement and the implied covenant of good faith and fair dealing. The agreement required written notice of deficient performance, allowed Plaintiff thirty days to cure, and provided that Defendant's sole remedy for uncured nonperformance was termination of the agreement for cause.

PROCEDURAL HISTORY

Plaintiff originally filed the action in the Court of Common Pleas of Delaware County, Pennsylvania. Defendant removed the action to the Eastern District of Pennsylvania, and the action was later transferred to the District of New Jersey. After Defendant asserted counterclaims, Plaintiff moved to dismiss them under Rule 12(b)(6); the court granted the motion and dismissed the counterclaim with prejudice because amendment would be futile.

DISPOSITION

dismissed

CASES CITED

- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Bell Atl. Corp. v. Twombly, 550 U.S. 544, 570 (2007)
- In re Burlington Coat Factory Secs. Litig., 114 F.3d 1410, 1420 (3d Cir. 1997)
- Scheuer v. Rhodes, 416 U.S. 232, 236 (1974)
- Garden State Food Distributors, Inc. v. Sperry Rand Corp., Sperry Univac Div., 512 F. Supp. 975, 977 (D.N.J. 1981)

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