UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF CALIFORNIA

Pinnacle Bank v. Alacrity Solutions Group, LLC

Pinnacle Bank · No. 2:25-cv-00774-CKD · Decided November 18, 2025

SUMMARY

The United States District Court for the Eastern District of California granted Alacrity Solutions Group, LLC’s motion to dismiss Pinnacle Bank’s first amended complaint. The court dismissed claims for breach of contract, open book account, and account stated without leave to amend, concluding that Pinnacle Bank had not adequately alleged that Alacrity was obligated to pay the invoices or that Alacrity breached the Member Agreement. The court declined to address the forum-selection clause and directed the Clerk to close the case.

CASE DETAILS

COURT	United States District Court for the Eastern District of California
WRITING FOR THE COURT	Carolyn K. Delaney
JURISDICTION	United States District Court for the Eastern District of California
DECIDED	November 18, 2025
DOCKET	2:25-cv-00774-CKD
DISPOSITION	dismissed
PROCEDURAL POSTURE	Defendant moved under Federal Rule of Civil Procedure 12(b)(6) to dismiss plaintiff's first amended complaint for failure to state a claim and improper venue. The court granted the motion and dismissed all claims without leave to amend.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts well-pleaded allegations as true and construes them in the plaintiff's favor, but disregards conclusory allegations and requires facts sufficient to state a facially plausible claim.
PRECEDENTIAL VALUE	Unpublished, nonprecedential district court order

TOPICS

motions to dismiss · breach of contract · contract interpretation · civil procedure · commercial litigation

PRACTICE AREAS

civil procedure contracts commercial litigation

QUESTIONS PRESENTED

1. Whether Pinnacle adequately pleaded open book account and account stated claims.
2. Whether Pinnacle adequately pleaded a breach of contract claim based on the Member Agreement and attached invoices.
3. Whether the court should address the asserted forum-selection clause before resolving the Rule 12(b)(6) issues.
4. Whether Pinnacle should be granted further leave to amend.

HOLDINGS

1. The open book account and account stated claims were dismissed because Pinnacle agreed to their dismissal and offered no argument supporting them.
2. Pinnacle failed to state a breach of contract claim because, although it sufficiently alleged the existence of the Member Agreement, it did not identify a contractual provision requiring Alacrity to pay Zebra or showing that Alacrity breached the agreement by failing to pay the attached invoices.
3. The court declined to decide the validity of the forum-selection clause because the complaint failed to state a breach of contract claim and both parties agreed that the Rule 12(b)(6) issues should be resolved first.
4. Further leave to amend was denied because Pinnacle had already received leave to amend and still failed to cure the defects, making further amendment futile.

KEY QUOTATIONS

> *"Contractor understands and agrees that the end-customer, typically a Policyholder but sometimes a Client, is the sole party obligated to make payment to Contractor for work performed pursuant to a Work Order."* (Section IV.B.2)

> *"To state a valid claim for relief, a plaintiff must allege "enough facts to state a claim to relief that is plausible on its face.""* (Section III)

> *"Here, the Court already granted plaintiff leave to amend its complaint. Even upon amendment, plaintiff was unable to cure the defects in the original complaint. Accordingly, the Court finds that further amendment would be futile."* (Section IV.D)

FACTUAL BACKGROUND

Pinnacle Bank loaned money to Zebra Cleaning Services, Inc. under a Loan and Security Agreement and took a security interest in substantially all of Zebra's assets, including accounts receivable. Pinnacle alleged that Zebra assigned accounts and invoices to it and that Alacrity owed money for services performed by Zebra. The Member Agreement attached to the complaint stated that Alacrity functioned as a network administrator and that the end customer, rather than Alacrity, was generally responsible for paying the contractor.

PROCEDURAL HISTORY

Pinnacle Bank filed the action on March 7, 2025. The court dismissed the original complaint with leave to amend on June 27, 2025. After Pinnacle filed a first amended complaint, Alacrity moved to dismiss; following a hearing and supplemental briefing, the court granted the motion, dismissed the breach of contract, open book account, and account stated claims without leave to amend, and directed the clerk to close the case.

DISPOSITION

dismissed

CASES CITED

- Balistreri v. Pacifica Police Dep't, 901 F.2d 696, 699 (9th Cir. 1990)
- Hishon v. King & Spalding, 467 U.S. 69, 73 (1984)
- Love v. United States, 915 F.2d 1242, 1245 (9th Cir. 1990)
- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Bell Atl. Corp. v. Twombly, 550 U.S. 544, 555, 570 (2007)
- Oasis W. Realty, LLC v. Goldman, 51 Cal. 4th 811, 821 (2011)
- U.S. ex rel. Oliver v. Parsons Co., 195 F.3d 457, 462 (9th Cir. 1999)
- Frontier Contracting, Inc. v. Allen Eng'g Contractor, Inc., 2012 WL 1601659, at *4 (E.D. Cal. May 7, 2012)
- Gibralter, LLC v. DMS Flowers, LLC, 2025 WL 1927525, at *6 (E.D. Cal. July 14, 2025)
- Davis v. Miranda, 2020 WL 1904784, at *2 (E.D. Cal. Apr. 17, 2020)
- Lopez v. Smith, 203 F.3d 1122, 1130-31 (9th Cir. 2000) (en banc)
- Cato v. United States, 70 F.3d 1103, 1105-06 (9th Cir. 1995)
- Cal. Architectural Bldg. Prod. v. Franciscan Ceramics, Inc., 818 F.2d 1466, 1472 (9th Cir. 1987)