

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

Mikhail v. Amarin Corporation plc et al.

Mikhail · No. 23-cv-01856-ESK-EAP · Decided November 26, 2025

SUMMARY

The United States District Court for the District of New Jersey grants defendants’ renewed motion to dismiss Karim Mikhail’s amended complaint. The action concerns alleged breaches of an employment contract governed by Swiss law, Amarin plc’s Executive Severance and Change of Control Plan, and the implied covenant of good faith and fair dealing. The court concludes, among other things, that Amarin Inc. was not adequately alleged to be a party to the relevant agreements and that Mikhail failed to plausibly allege justified cause, a qualifying change of control, or entitlement to garden leave and equity acceleration.

CASE DETAILS

COURT	United States District Court for the District of New Jersey
WRITING FOR THE COURT	Edward S. Kiel
JURISDICTION	United States District Court for the District of New Jersey
DECIDED	November 26, 2025
DOCKET	23-cv-01856-ESK-EAP
DISPOSITION	dismissed
PROCEDURAL POSTURE	Defendants moved under Federal Rule of Civil Procedure 12(b)(6) to dismiss plaintiff's first amended complaint asserting claims for breach of an employment contract, breach of an executive severance and change-of-control plan, 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, disregards conclusory allegations, and determines whether the remaining allegations plausibly support a reasonable inference of liability under Rule 8(a)(2).
PRECEDENTIAL VALUE	Nonprecedential federal district court opinion
PARTIES	Karim Mikhail v. Amarin Corporation plc, Amarin Pharma, Inc., Amarin Switzerland GmbH

TOPICS

breach of contract

employment contracts

motions to dismiss

contract interpretation

implied covenant of good faith

PRACTICE AREAS

contract law

employment law

civil procedure

corporate law

QUESTIONS PRESENTED

1. Whether Mikhail plausibly alleged that Amarin Pharma, Inc. was a party to the employment contract and could be liable for breach of contract or breach of the implied covenant.
2. Whether Mikhail plausibly alleged good or justified cause under Article 337 of the Swiss Code of Obligations for immediate termination of his employment contract.
3. Whether Mikhail plausibly alleged entitlement to garden leave or acceleration of stock awards under the employment contract and stock incentive plan.
4. Whether Mikhail plausibly alleged a change of control under the severance plan.
5. Whether Mikhail stated an independent claim for breach of the implied covenant of good faith and fair dealing.

HOLDINGS

1. Mikhail did not plausibly allege that Amarin Pharma, Inc. was a party to the employment contract. The contract's references to associated companies concerned Mikhail's duties and the companies' receipt of benefits from his employment, not the assumption of contractual obligations by those companies.
2. Mikhail did not plausibly allege good or justified cause under Article 337 of the Swiss Code of Obligations. The alleged unfavorable statements, reputational effects, isolation, and diminution of responsibilities did not constitute the particularly serious breach required for immediate termination.
3. Mikhail did not plausibly allege entitlement to garden leave or acceleration of his stock awards. Garden leave was unavailable because Mikhail claimed immediate termination and therefore had no notice period, and no contractual change of control occurred to trigger equity acceleration.
4. Mikhail did not plausibly allege a change of control under the Severance Plan. The alleged election of Sarissa-nominated directors and subsequent resignations did not satisfy the plan's ownership or legal-power requirements.
5. Mikhail failed to state an independent claim for breach of the implied covenant of good faith and fair dealing because the claim repeated the same conduct underlying his contract claims and, as to Amarin Pharma, Inc., no contract existed.

KEY QUOTATIONS

“The prerequisites for the existence of good cause are ... high,” (Section IV.B.1)

“Where a party has breached a specific term of a contract, that party cannot be found separately liable for breaching the implied covenant of good faith and fair dealing when the two asserted breaches basically rest

| *on the same conduct.*” (Section IV.B.3)

FACTUAL BACKGROUND

Karim Mikhail was the former president and chief executive officer of Amarin Corporation plc and entered into an employment contract with Amarin Switzerland governed by Swiss law. The contract provided for termination for justified cause, garden leave during a notice period, and eligibility for benefits under Amarin plc's executive severance and change-of-control plan. After Sarissa Capital-backed nominees were elected to Amarin plc's board and incumbent directors resigned, Mikhail alleged that his authority and responsibilities were materially diminished and that Sarissa obtained control of the company. Mikhail gave notice of constructive termination on March 27, 2023, asserting entitlement to contractual, severance, garden-leave, and equity-acceleration benefits.

PROCEDURAL HISTORY

Mikhail commenced the action in the Superior Court of New Jersey, Somerset County, on March 31, 2023. Defendants removed the action based on diversity jurisdiction, and Mikhail filed an amended complaint. The court previously denied defendants' motion to dismiss without prejudice and ordered jurisdictional discovery; after that discovery, defendants renewed their motion to dismiss. The court granted the renewed motion and dismissed all claims against the moving defendants.

DISPOSITION

dismissed

CASES CITED

- Mikhail v. Amarin Corp., PLC, 2024 WL 863427 (D.N.J. Feb. 29, 2024)
- Doe v. Princeton Univ., 30 F.4th 335, 341-342 (3d Cir. 2022)
- Bell Atl. Corp. v. Twombly, 550 U.S. 544, 557 (2007)
- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Malleus v. George, 641 F.3d 560, 563 (3d Cir. 2011)
- Frederico v. Home Depot, 507 F.3d 188, 203 (3d Cir. 2007)
- Figueroa v. City of Camden, 580 F. Supp. 2d 390, 408 (D.N.J. 2008)
- In re Tri Harbor Holdings Corp., 2021 WL 4877265, at *3 (Bankr. D.N.J. Oct. 5, 2021)
- Players Network, Inc. v. Comcast Corp., 2015 WL 427909, at *2-*3 (D. Nev. Feb. 2, 2015)
- Arbitron Inc. v. Longport Media LLC, 2013 WL 1163492, at *4 (D.N.J. Mar. 19, 2013)
- Smith v. Lyons, Doughty & Veldhuius, P.C., 2008 WL 2885887, at *5 (D.N.J. July 23, 2008)
- Bundesgericht [Bger], Aug. 22, 2011, 4A_252/2011, § 4.2 (Switz.)
- In re OFRA Sec. Litig., 654 F. Supp. 1449, 1455 (D.N.J. 1987)
- In re KKR Fin. Holdings LLC S'holder Litig., 101 A.3d 980, 996 (Del. Ch. 2014)
- Arch Ins. Co. (Europe) Ltd. v. Reilly, 2021 WL 4739567, at *8 (D.N.J. Oct. 8, 2021)
- Noye v. Hoffman-La Roche Inc., 570 A.2d 12, 14 (N.J. Super. Ct. App. Div. 1990)

- Evonik Corp. v. Hercules Grp., Inc., 2018 WL 5095991, at *9 (D.N.J. Oct. 18, 2018)
- Iliadis v. Wal-Mart Stores, Inc., 922 A.2d 710, 722 (N.J. 2007)
- 760 New Brunswick Urb. Renewal LLC v. Navigators Specialty Ins. Co., 2021 WL 287876, at *6 (D.N.J. Jan. 28, 2021)
- Spellman v. Express Dynamics, LLC, 150 F. Supp. 3d 378, 379, 390 (D.N.J. 2015)

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