

SUPERIOR COURT OF THE STATE OF DELAWARE

McCann v. CP Direct LLC, CP Direct Holdings LLC, Grante Creek Capital Partner LLC

McCann · No. N25C-11-151 FJJ · Decided February 12, 2026

SUMMARY

The Delaware Superior Court ruled on defendants' motion to dismiss claims arising from Frederic McCann's termination as CFO of CP Direct, LLC. The court denied dismissal of McCann's breach-of-contract claim against CP Direct and his tortious-interference claim against Granite Creek, while dismissing the remaining claims and defendants as specified in the opinion.

CASE DETAILS

COURT	Superior Court of the State of Delaware
WRITING FOR THE COURT	Francis J. Jones, Jr.
JURISDICTION	Superior Court of the State of Delaware
DECIDED	February 12, 2026
DOCKET	N25C-11-151 FJJ
DISPOSITION	other
PROCEDURAL POSTURE	Defendants moved to dismiss the five-count complaint under Delaware Superior Court Rule 12(b)(6). The court granted the motion as to some claims and defendants and denied it as to the breach-of-contract claim against CP Direct and the tortious-interference claim against Granite Creek.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts well-pleaded factual allegations as true, accepts vague allegations when they provide notice of the claim, draws reasonable inferences for the nonmoving party, and dismisses only when the plaintiff would not be entitled to recover under any reasonably conceivable set of circumstances.
PRECEDENTIAL VALUE	Published Superior Court of Delaware opinion

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QUESTIONS PRESENTED

1. Whether McCann adequately pleaded a breach-of-contract claim against CP Direct.
2. Whether McCann could maintain a breach-of-contract claim against CP Direct Holdings when it was not alleged to be a party to or signatory of the employment agreement.
3. Whether the express employment-agreement provisions precluded McCann's implied-covenant claim.
4. Whether the existence of an integrated employment agreement and the duplication of contractual damages defeated McCann's promissory-estoppel and detrimental-reliance claim.
5. Whether McCann adequately pleaded tortious interference with contract against Granite Creek and CP Direct Holdings.
6. Whether CP Direct could be liable for tortiously inducing breach of its own contract.
7. Whether McCann pleaded conduct sufficiently extreme and outrageous to support an intentional-infliction-of-emotional-distress claim.

HOLDINGS

1. The complaint adequately stated a breach-of-contract claim against CP Direct because it alleged a contract, a failure to pay severance and other compensation allegedly owed under the contract, and facts supporting an inference that McCann was terminated without cause, triggering contractual compensation rights.
2. The breach-of-contract claim against CP Direct Holdings was dismissed because the complaint identified CP Direct, not CP Direct Holdings, as the party to the employment agreement, and CP Direct Holdings did not sign the agreement.
3. The implied-covenant claim was dismissed because the employment agreement expressly addressed termination and payments due upon termination, leaving no pleaded contractual gap, and the complaint did not allege facts different from those supporting the breach-of-contract claim.
4. The promissory-estoppel and detrimental-reliance claim was dismissed because the alleged promises were governed by a fully integrated enforceable employment agreement, no independent promise was pleaded, and McCann sought the same damages as for breach of contract.
5. The tortious-interference claim against CP Direct was dismissed because a party cannot be liable for inducing breach of its own contract.
6. The complaint adequately pleaded tortious interference against Granite Creek at the motion-to-dismiss stage.
7. The tortious-interference claim against CP Direct Holdings was dismissed because the complaint contained no substantive allegations against that defendant.
8. The intentional-infliction-of-emotional-distress claim was dismissed because allegations of pressure, manipulation of compensation classification, retaliation, and coercive severance-related conduct were

insufficient as a matter of law to constitute extreme and outrageous conduct.

KEY QUOTATIONS

“only dismisses a case where the plaintiff would not be entitled to recover under any reasonably conceivable set of circumstances.” (at 2)

“Liability has been found only where the conduct has been so outrageous in character, and so extreme in degree, as to go beyond all possible bounds of decency, and to be regarded as Atrocious, and utterly intolerable in a civilized community.” (at 9)

FACTUAL BACKGROUND

McCann served as Chief Financial Officer of CP Direct, LLC from the fall of 2023 until his termination on February 4, 2025. He alleged that he had a written employment agreement with CP Direct governing termination and compensation, including different benefits depending on whether termination was for cause or without cause. McCann alleged that Granite Creek participated in executive-employment decisions and directed CP Direct leadership to terminate him to avoid paying performance-based compensation and severance, allegedly in retaliation for his insistence on proper reporting, accounting, financial-disclosure, and audit practices.

PROCEDURAL HISTORY

McCann filed a complaint alleging breach of contract, breach of the implied covenant of good faith and fair dealing, promissory estoppel/detrimental reliance, tortious interference with contractual and economic relations, and intentional infliction of emotional distress. All defendants moved to dismiss under Rule 12(b)(6). The Superior Court granted the motion in part and denied it in part.

DISPOSITION

other

CASES CITED

- ET Aggregator, LLC v. PFJE Asset Co Holdings LLC, 2023 WL 8535181, at *6 (Del. Super. Ct. Dec. 8, 2023)
- Hedenberg v. Raber, 2004 WL 2191164, at *1 (Del. Super. Ct. Aug. 20, 2004)
- Wenske v. Blue Bell Creameries, Inc., 2018 WL 5994971 (Del. Ch. 2018)
- Nationwide Emerging Managers, LLC v. Northpointe Holdings, LLC, 112 A.3d 878, 896 (Del. 2015)
- 3M Co. v. Neology, Inc., 2019 WL 2714832 (Del. Super. 2019)
- Brightstar Corp. v. PCS Wireless, LLC, 2019 WL 3714917 (Del. Super. 2019)
- SIGA Techs., Inc. v. PharmAthene, Inc., 67 A.3d 330, 348 (Del. 2013)
- BAE Sys. Info. & Elec. Sys. Integration, Inc. v. Lockheed Martin Corp., 2009 WL 264088 (Del. Ch. 2009)
- Doberstein v. G-P Indus., Inc., 2015 WL 6606484 (Del. Ch. 2015)
- Bhole, Inc. v. Shore Investments, Inc., 67 A.3d 444, 453 (Del. 2013)

- Central Mortg. Co. v. Morgan Stanley Mortg. Capital Holdings LLC, 27 A.3d 531, 536 (Del. 2011)
- Spence v. Cherian, 135 A.3d 1282 (Del. Super. 2016)
- Dollard v. Callery, 185 A.3d 694, 704 (Del. Super. 2018)
- Hunt ex rel. DeSombre v. Department of Safety & Homeland Security, 69 A.3d 360, 367 (Del. Super. 2013)
- O'Leary v. Telecom Res. Serv., LLC, 2011 WL 379300 (Del. Super. 2011)

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