SUPERIOR COURT OF THE STATE OF DELAWARE

Priveterra Capital Management, LLC v. Pixium Vision, LLC and Pixium Vision SA

Priveterra · No. C.A. No. N26C-03-334 PRW CCLD · Decided April 7, 2026

SUMMARY

The Delaware Superior Court grants both defendants' motions to dismiss Priveterra Capital Management, LLC's claims arising from a letter of intent to acquire Pixium Vision, LLC and Pixium Vision SA. The court holds that the reimbursement provision was not triggered because there was no assignment of the letter of intent or termination under the specified contractual provision, and that Priveterra failed to identify a gap supporting an implied-covenant claim. The court also dismisses the fraudulent-inducement claim because the alleged statements concerning creditor negotiations did not constitute false representations.

CASE DETAILS

COURT	Superior Court of the State of Delaware
WRITING FOR THE COURT	Paul R. Wallace
JURISDICTION	Delaware Superior Court
DECIDED	April 7, 2026
DOCKET	C.A. No. N26C-03-334 PRW CCLD
DISPOSITION	dismissed
PROCEDURAL POSTURE	Defendants moved under Delaware Superior Court Rule 12(b)(6) to dismiss claims for breach of contract, breach of the implied covenant of good faith and fair dealing, and fraudulent inducement. The motions were granted.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the Court accepts well-pleaded factual allegations as true, accepts vague allegations as well pleaded if they provide notice of the claim, and draws reasonable inferences in favor of the nonmoving party. Dismissal is proper if the plaintiff would not be entitled to recover under any reasonably conceivable set of circumstances susceptible of proof. Contract interpretation may be resolved at the pleading stage when the movant's interpretation is the only reasonable construction as a matter of law.
PRECEDENTIAL VALUE	published

TOPICS

motions to dismiss · breach of contract · implied covenant of good faith · fraudulent inducement · commercial litigation

PRACTICE AREAS

contract law · commercial litigation · civil procedure

QUESTIONS PRESENTED

1. Whether the LOI required defendants to reimburse Priveterra's transaction expenses absent an assignment of the LOI and a written termination by Pixium SA under Section 6(c).
2. Whether Priveterra adequately pleaded a breach of the implied covenant of good faith and fair dealing based on defendants' rejection of funding and entry into French safeguard proceedings.
3. Whether Priveterra adequately pleaded fraudulent inducement based on alleged statements by Pixium SA's CEO concerning creditor negotiations and financing.

HOLDINGS

1. Priveterra failed to state a breach-of-contract claim because the LOI's unambiguous language conditioned reimbursement on Pixium SA's termination under Section 6(c), after expiration of the Exclusivity Period, and the required contractual events did not occur. Priveterra never assigned the LOI, and Pixium SA never provided the written termination required by Section 6(c).
2. Priveterra failed to state a claim for breach of the implied covenant of good faith and fair dealing because it identified neither a specific implied contractual obligation nor an unanticipated contractual gap requiring judicial implication.
3. Priveterra failed to state a fraudulent-inducement claim because it did not plead a false representation with the particularity required by Delaware Superior Court Rule 9(b).

KEY QUOTATIONS

> *"Dismissal is appropriate only if Priveterra "would not be entitled to recover under any reasonably conceivable set of circumstances susceptible of proof.""* (at 9)

> *"Involves a cautious enterprise, inferring contractual terms to handle developments or contractual gaps that the asserting party pleads neither party anticipated."* (at 15)

> *"There is no elemental difference between fraud and fraud in the inducement."* (at 17)

FACTUAL BACKGROUND

Priveterra and Pixium Vision, LLC and Pixium Vision SA negotiated a potential business combination in 2023 and signed a letter of intent. The LOI provided that Pixium SA would reimburse certain expenses, capped at $1.8 million in the quoted provision, if Pixium SA terminated under Section 6(c), subject to specified conditions; the parties separately agreed to raise the reimbursement cap to $2 million. Priveterra alleged that Pixium SA's CEO represented that creditor negotiations were underway and that the creditors were willing to negotiate financing, but the transaction did not close, Priveterra spent more than $2 million, and Pixium SA entered French safeguard bankruptcy proceedings. Priveterra sought reimbursement and asserted contract, implied-covenant, and fraudulent-inducement claims.

PROCEDURAL HISTORY

Priveterra initially filed the action in the Delaware Court of Chancery under 8 Del. C. § 111(a)(2). The case was transferred to the Superior Court because that statutory jurisdictional provision applies to corporations, not limited liability companies, and Priveterra sought no equitable relief. After hearing Rule 12(b)(6) arguments, the Superior Court dismissed all three counts against both defendants.

DISPOSITION

dismissed

CASES CITED

- Massachusetts Mut. Life Ins. Co. v. Certain Underwriters at Lloyd's of London, 2010 WL 3724745, at *2 (Del. Ch. Sept. 24, 2010)
- Cent. Mortg. Co. v. Morgan Stanley Mortg. Cap. Hldgs. LLC, 27 A.3d 531, 535 (Del. 2011)
- Savor, Inc. v. FMR Corp., 812 A.2d 894, 896-97 (Del. 2002)
- Gen. Motors (Hughes) S'holder Litig., 897 A.2d 162, 168
- Malpiede v. Townson, 780 A.2d 1075, 1083
- In re Lukens Inc. S'holders Litig., 757 A.2d 720, 727 (Del. Ch. 1999), aff'd sub nom. Walker v. Lukens, Inc., 757 A.2d 1278 (Del. 2000)
- Blue Cube Spinco LLC v. Dow Chem. Co., 2021 WL 4453460, at *7 (Del. Super. Ct. Sept. 29, 2021)
- VLIW Tech., LLC v. Hewlett-Packard Co., 840 A.2d 606, 612, 615 (Del. 2003)
- Paul v. Deloitte & Touche, LLP, 974 A.2d 140, 145 (Del. 2009)
- E.I. du Pont de Nemours and Co., Inc. v. Shell Oil Co., 498 A.2d 1108, 1113 (Del. 1985)
- Riverbend Community, LLC v. Green Stone Engr., LLC, 55 A.3d 330, 334 (Del. 2012)
- Brinckerhoff v. Enbridge Energy Co., Inc., 159 A.3d 242, 256 (Del. 2017), as revised (Mar. 28, 2017)
- DCV Holdings, Inc. v. ConAgra, Inc., 889 A.2d 954, 961
- Citadel Hldg. Corp. v. Roven, 603 A.2d 818, 824 (Del. 1992)
- Lorillard Tobacco Co. v. Am. Legacy Found., 903 A.2d 728, 740 (Del. 2006)
- ITG Brands, LLC v. Reynolds Am., Inc., 2017 WL 5903355, at *8 (Del. Ch. Nov. 30, 2017)
- Kuhn Constr., Inc. v. Diamond State Port Corp., 990 A.2d 393, 396-97 (Del. 2010)
- Stonewall Ins. Co. v. E.I. du Pont de Nemours & Co., 996 A.2d 1254, 1260 (Del. 2010)
- SeaWorld Entm't, Inc. v. Andrews, 2023 WL 3563047, at *5-6 (Del. Ch. May 19, 2023)
- Levy Family Inv'rs, LLC v. Oars + Alps LLC, 2022 WL 245543, at *8 (Del. Ch. Jan. 27, 2022)
- Dunlap v. State Farm Fire & Cas. Co., 878 A.2d 434, 442 (Del. 2005)

- Wilgus v. Salt Pond Inv. Co., 498 A.2d 151, 159 (Del. Ch. 1985)
- SerVaas v. Ford Smart Mobility LLC, 2021 WL 3779559, at *10 (Del. Ch. Aug. 25, 2021)
- Oxbow Carbon & Mins. Hldgs., Inc. v. Crestview-Oxbow Acq., LLC, 202 A.3d 482, 504 n.93
- Amirsaleh v. Bd. of Trade of City of New York, Inc., 2008 WL 4182998, at *1 (Del. Ch. Sept. 11, 2008)
- Cantor Fitzgerald, L.P. v. Cantor, 1998 WL 842316, at *1 (Del. Ch. Nov. 10, 1998)
- Airborne Health, Inc. v. Squid Soap, LP, 984 A.2d 126, 142, 146 (Del. Ch. 2009)
- Lonergan v. EPE Holdings, LLC, 5 A.3d 1008, 1019 (Del. Ch. 2010)
- Wal-Mart Stores, Inc. v. AIG Life Ins. Co., 901 A.2d 106, 116 (Del. 2006)
- Stephenson v. Capano Dev., Inc., 462 A.2d 1069, 1074 (Del. 1983)
- Trifecta Multimedia Holdings Inc. v. WCG Clinical Servs. LLC, 318 A.3d 450, 463 & n.34 (Del. Ch. 2024)
- Solow v. Aspect Res., LLC, 2004 WL 2694916, at *3 (Del. Ch. Oct. 19, 2004)
- Cercacor Labs., Inc. v. Metronom Health, Inc., 2025 WL 1180186, at *9 (Del. Super. Ct. Apr. 23, 2025)
- Surf’s Up Legacy P’rs, LLC v. Virgin Fest, LLC, 2021 WL 117036, at *12 (Del. Super. Ct. Jan. 13, 2021)
- Abry P’rs V, L.P. v. F&W Acq. LLC, 891 A.2d 1032, 1050 (Del. Ch. 2006)
- Desert Equities, Inc. v. Morgan Stanley Leveraged Equity Fund, II, L.P., 624 A.2d 1199, 1208
- Valley Joist BD Holdings, LLC v. EBSCO Indus., Inc., 269 A.3d 984, 988 (Del. 2021)
- Crescent/Mach I Partners, L.P. v. Turner, 846 A.2d 963, 988 (Del. Ch. 2000)
- Dollard v. Callery, 185 A.3d 694, 703 (Del. Super. Ct. 2018)
- IMO the LW & T of Hurley, 2014 WL 1088913, at *1 (Del. Ch. Mar. 20, 2014)
- Intermec IP Corp. v. TransCore, LP, 2021 WL 3620435, at *9 (Del. Super. Ct. Aug. 16, 2021)
