IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

PEARSON EDUCATION, INC.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	C.A. No. N24C-10-030 CLS
ACADEMY OF POP, LLC and XIX ENTERTAINMENT LP,	)	
	)	
	)	
Defendants.	)	
	)	

Date Submitted: March 23, 2026
Date Decided: May 12, 2026

Upon Consideration of the Plaintiff's Motion for Judgment on the Pleadings, **GRANTED.**

MEMORANDUM OPINION

Brittany M. Giusini, Esquire and David J. Margules, Esquire, of BALLARD SPAHR LLP, *Attorneys for Plaintiff.*

Ethan H. Townsend, Esquire and Alexander T. Dickinson, Esquire, of MCDERMOTT WILL & SCHULTE LLP, *Attorneys for Defendants.*

SCOTT, J.

This case is a debt collection claim arising from the breach of a promissory note. Before the Court is Plaintiff's, Pearson Education, Inc.'s ("Pearson"), Motion for Judgment on the Pleadings and Defendants', XIX Entertainment LP's ("XIX") and Academy of Pop, LLC's ("AOP") (collectively, "Defendants") Opposition. For the following reasons, Plaintiff's Motion for Judgment on the Pleadings is **GRANTED**.

FACTUAL BACKGROUND AND PROCEDURAL HISTORY

The parties' relationship began in August 2021 when Pearson and XIX entered into a Subscription Agreement whereby Pearson acquired a 40% interest, and XIX acquired a 60% interest, in AOP.[1]

In February 2024, as provided by a Membership Interest Purchase Agreement (the "Membership Agreement") and the Promissory Note (the "Note"), Pearson agreed to sell 26.67% of its interest in AOP to XIX in exchange for $5,000,000.[2] The balance on the $5,000,000 principal was due at 5:00 p.m. on August 13, 2024, and the interest rate on the Note in the event of default is 10% per annum.[3] As Guarantor for XIX, AOP "absolutely, unconditionally, and irrevocably" guaranteed

[1] Compl., D.I. 1, ¶¶ 1, 12.
[2] *Id.* ¶ 13, Ex. A ("Membership Agreement"), Ex. B ("Note").
[3] Note ¶¶ 2, 3.

punctual payment on the amount due, and any other obligations owed to Pearson under the Note.[4]

Section 7.06 of the Membership Agreement expressly provides that the Membership Agreement, the Amended and Restated LLC Agreement and the Note "constitute the sole and entire agreement of the parties . . . with respect to the subject matter contained here, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter."[5]

The day before the principal of $5,000,000 became due, XIX emailed Pearson informing Pearson "that it would not meet its obligations under the Note."[6] Pearson then issued XIX and AOP a Notice demanding "immediate payment of the full outstanding principal amount of $5,000,000 together with all accrued and accruing interest and any other amounts due under the Note" from AOP as XIX's Guarantor.[7]

While XIX responded to the Notice, neither it nor AOP have paid the principal or interest accrued on the Note.[8] Consequently, Pearson filed the instant Complaint under 10 *Del. C.* § 3901 on October 3, 2024, alleging one claim for breach of contract.[9]

---

[4] *Id.* ¶ 4.
[5] Membership Agreement § 7.06.
[6] Compl. ¶ 14, Ex. C.
[7] *Id.* ¶ 15, Ex. D.
[8] *Id.* ¶¶ 16–18, Ex. E.
[9] *See generally id.*

On December 13, 2024, Defendants filed an Answer, admitting that they are in default of the Note and have not paid any interest, but proffer that Pearson's claim is barred by promissory estoppel.[10] Specifically, the Answer states:

> the parties understood when signing the Note [that:] (1) XIX would, prior to paying Pearson on the Note, first sell XIX equity in AOP to fund the payment, and (2) that because of the uncertain timing of that sale, the punitive interest rate clause was the cure for delayed payment on the Note.[11]

Pearson filed a Motion for Judgment on the Pleadings on May 12, 2025, asking the Court to enter judgment under 10 *Del. C.* § 3901.[12] Defendants filed an Answer in Opposition on October 24, 2025.[13] Pearson filed a Reply on November 14, 2025.[14] The matter has been fully briefed, and the Court held oral argument on March 23, 2026. Thus, the matter is ripe for decision.

STANDARD OF REVIEW

Under Superior Court Civil Rule 12(c), "any party may move for judgment on the pleadings." "In resolving a Rule 12(c) motion, the Court accepts the truth of all well-pleaded facts and draws all reasonable factual inferences in favor of the non-

[10] Defs.' Answer to Compl., D.I. 10, ¶¶ 2, 18 ("Answer").
[11] *Id.* ¶ 2; *see also* Unsworn Decl. of Robert Dodds, D.I. 10, ¶ 4.
[12] *See generally* Pl.'s Mot. for J. on the Pleadings, D.I. 14 ("Opening Br.").
[13] *See generally* Defs.' Answering Br. in Opposition to Pl.'s Mot. for J. on the Pleadings, D.I. 28 ("Answering Br.").
[14] *See generally* Pl.'s Reply in Further Support of Mot. for J. on the Pleadings, D.I. 31 ("Reply Br.").

movant."[15] The standard of review on a motion for judgment on the pleadings tracks the standard for a motion to dismiss under Rule 12(b)(6).[16] Accordingly, "[t]he Court will not grant judgment on the pleadings unless, after drawing all reasonable inferences in favor of the non-moving party, no material issues of fact exists and movant is entitled to judgment as a matter of law."[17]

DISCUSSION

Pearson asks the Court to grant judgment in its favor because there are no material issues of fact, and it is entitled to judgment as a matter of law. Defendants, on the other hand, argue that Pearson is not entitled to judgment on the pleadings because the Answer to the Complaint asserts a valid defense of promissory estoppel.

I. Defendants may not assert the defense of promissory estoppel as the Note constitutes a fully integrated, unambiguous contract.

Resolving Pearson's motion first turns on whether Defendants may assert a valid defense of promissory estoppel. A party asserting promissory estoppel must prove by clear and convincing evidence that:

> (i) a promise was made; (ii) it was the reasonable expectation of the promisor to induce action or forbearance on the part of the promisee;

---

[15] *Fortis Advisors LLC v. Boston Dynamics Inc.*, 2025 WL 1356521, at *3 (Del. Super. Apr. 29, 2025) (citing *D'Antonio v. Wesley Coll., Inc.*, 2023 WL 9021767, at *2 (Del. Super. Dec. 29, 2023)).

[16] *Silver Lake Office Plaza, LLC v. Lanard & Axilbund, Inc.*, 2014 WL 595378, at *6 (Del. Super. Jan. 17, 2014) (quoting *Blanco v. AMVAC Chem. Corp.*, 2012 WL 3194412, at *6 (Del. Super. Aug. 8, 2012)).

[17] *Four Cents Holdings, LLC v. M&E Printing, Inc.*, 2025 WL 2366460, at *4 (Del. Super. Aug. 12, 2025) (citing *Ford Motor Co. v. Earthbound, LLC*, 2024 WL 3067114, at *7 (Del. Super. June 5, 2024)).

> (iii) the promisee reasonably relied on the promise and took action to his detriment; and (iv) such promise is binding because injustice can be avoided only by enforcement of the promise.[18]

"Promissory estoppel does not apply, however, where a fully integrated, enforceable contract governs the promise at issue."[19]

It is not disputed that the Membership Agreement and the Note constitute a fully integrated, enforceable contract. But Defendants posit that promissory estoppel applies to the understanding that XIX would sell its equity in AOP as "subject matter" outside the terms of the contract.[20] According to Defendants then, the Membership Agreement and the Note do not govern when payment was due—XIX selling its equity in AOP does. In support of their argument, Defendants rely on *Alltrista Plastics, LLC v. Rockline Industries, Incorporated*.[21] Pearson counters that the "mutual understanding" that Defendants claim constitutes a valid defense of promissory estoppel is "nowhere to be found in the fully-integrated agreement," which governs the conduct at issue—the maturity date of the Note.[22] The Court agrees with Pearson.

---

[18] *Windsor I, LLC v. CWCapital Asset Mgmt. LLC*, 238 A.3d 863, 876 (Del. 2020) (quoting *SIGA Techs., Inc. v. PharmAthene, Inc.*, 67 A.3d 330, 347–48 (Del. 2013)) (internal quotation marks omitted).
[19] *SIGA Techs., Inc.*, 67 A.3d at 348 (citing *Chrysler Corp. (Del.) v. Chaplake Holdings, Ltd.*, 822 A.2d 1024, 1033–34 (Del. 2003)).
[20] Membership Agreement § 7.06.
[21] 2013 WL 5210255, at *1 (Del. Super. Sept. 4, 2013).
[22] Opening Br. ¶ 12.

In *Alltrista Plastics, LLC*, this Court concluded that even where there is an enforceable contract, promissory estoppel may apply, but "only if the contract governs other aspects of the parties' relationship and not when the relied-upon promises were incorporated into the contract."[23] By way of example Defendants cite *Christiana Care Health Initiative v. Tri-State Imaging De Holdings, LLC*.[24] There, this Court determined that despite the existence of a provision disclaiming representations and warranties in a purchase agreement, the defendant raised material issues of fact as to an implied promise to deliver an operable product.[25]

Christiana Care Health Initiatives does not apply here, however, because the Membership Agreement and the Note constitute an unambiguous, fully integrated, and enforceable contract that incorporates the date and time payment was due on the Note. If the parties intended that payment on the Note wait until XIX sold its equity in AOP, the parties would have included that in the Membership Agreement and the Note. Instead, the Note provides that the principal was due on August 13, 2024, and that "Buyer will have sufficient cash on hand or other sources of immediately available funds to enable it to pay off the . . . Note when due[.]"[26]

---

[23] *Alltrista Plastics, LLC*, 2013 WL 5210255, at *9 (citing *Grunstein v. Silva*, 2009 WL 4698541, at *8 (Del. Ch. Dec. 8, 2009)).
[24] 2014 WL 5167893, at *1 (Del. Super. Oct. 10, 2014).
[25] *Id.* at *2–3.
[26] Membership Agreement § 3.03.

At oral argument, the Court asked Defendants what the remedy would be if the promise was enforced. Defendants responded that the remedy they seek is to delay enforcement of the Note until XIX sells its equity in AOP, but that interest would still accrue. Not only does this further indicate that there are no material issues of fact as to whether the Note is a fully integrated contract, but it also makes enforcement of the purported promise meaningless. In other words, whether the promise is enforced or not does not change the ultimate outcome: Defendants owe Pearson the principal and the interest accrued on the Note.

In sum, the Court is not persuaded by Defendants' argument that the circumstances here justify departure from longstanding Delaware precedent that promissory estoppel does not apply where a fully integrated, enforceable contract governs the conduct at issue.

II. Pearson is entitled to judgment on the pleadings for breach of the Note.

Because there is no valid defense of promissory estoppel, Pearson is entitled to judgment on the pleadings. The parties do not dispute that the Membership Agreement and the Note constitute a valid, binding agreement, that Defendants breached the contract by failing to pay the principal on the Note, and that Pearson

suffered damages in the amount of $5,000,000 plus interest.[27] Consequently, Pearson is entitled to judgment as a matter of law under 10 *Del. C.* § 3901 for breach of contract.

CONCLUSION

For the foregoing reasons, Pearson Education, Inc.'s Motion for Judgment on the Pleadings is **GRANTED**.

IT IS SO ORDERED.

/s/ Calvin Scott
Judge Calvin L. Scott, Jr.

[27] *VLIW Tech., LLC v. Hewlett-Packard Co.*, 840 A.2d 606, 612 (Del. 2003) (internal citations omitted) (the pleadings establish that all elements of a breach of contract claim exist here: (1) the existence of a contract, (2) breach of the contract, (3) and damages).