IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

CHATEAUX HOLDING INC., KENNETH R. ZIMMERMAN, AND MARK MONTANARO,	)	
Plaintiffs,	)	
	)	C.A. No. N25C-02-481 EMD CCLD
v.	)	
CORETELLIGENT LLC,	)	
Defendants.	)	

Submitted: January 20, 2026
Decided: May 4, 2026

Upon Plaintiffs' Motion for Summary Judgment
DENIED

Upon Defendant's Motion for Declaratory Judgment
GRANTED in PART and DENIED in PART

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DAVIS, P.J.

I. INTRODUCTION

This is a civil action assigned to the Complex Commercial Litigation Division of the Court. The issues here arise in connection with an Equity Purchase Agreement ("EPA").[1] Defendant, Coretelligent LLC, entered into the EPA with Plaintiffs Chateaux Holding, Inc. ("CXH"), Kenneth R. Zimmerman, and Mark Montanaro (collectively with Mr. Zimmerman and

[1] Complaint ¶ 1 (hereinafter "Compl.") (D.I. No. 1); Equity Purchase Agreement (hereinafter "EPA") (D.I. No. 31) (attached as Ex. B).

CXH, the "Plaintiffs"). Under the EPA, Coretelligent purchased all the equity interests in Chateaux Software Development LLC ("CSD"), Stormhold Technologies LLC ("Stormhold"), and Podshore Galaxy Services, LLP ("Podshore") (collectively the "Target Companies").

The parties dispute the language of the EPA regarding the timeframe for specific Earn-Out Periods. Under the EPA, Plaintiffs would receive Earn-Out Consideration if the Target Companies achieved certain revenue thresholds. Plaintiffs contend that they met the revenue thresholds for both the first and second Earn-Out Periods. Coretelligent disagrees. In addition to a claim for breach of the EPA, Plaintiffs bring three additional claims for Declaratory Judgment.[2]

After Plaintiffs filed their Complaint, Coretelligent filed its Amended Counterclaim.[3] In its Amended Counterclaim, Coretelligent brings a claim for unjust enrichment and two claims for Declaratory Judgment.[4] Plaintiffs responded to the Amended Counterclaim by filing their Motion for Summary Judgment (the "Motion").[5] Thereafter, Plaintiffs also filed their Motion to Compel the return of a privileged document (the "Motion to Compel").[6]

For the reasons stated below, the Court **GRANTS in PART and DENIES in PART** the Motion and Motion to Compel.

[2] *Id.* ¶¶ 50-74.
[3] Amended Counterclaim (hereinafter "Am. Countercl.") (D.I. No. 19) (attached as Ex. A) (amending the Original Counterclaim (D.I. No. 5)).
[4] *Id.* ¶¶ 27-38.
[5] Plaintiffs' Motion for Summary Judgment (hereinafter "MSJ") (D.I. No. 31).
[6] Plaintiffs' Motion to Compel (hereinafter "Mot. To Compel") (D.I. No. 44).

II. RELEVANT FACTS

A. THE PARTIES

1. Plaintiffs

CXH is a Connecticut corporation with its principal place of business in Westport, Connecticut.[7] Mr. Zimmerman and Mr. Montanaro are Connecticut residents.[8]

In addition to Mr. Zimmerman and Mr. Montanaro, Vijay Rathna and Tyler Bisset are relevant parties to the present matter.[9] The EPA refers to Messrs. Zimmerman, Montanaro, and Rathan collectively as the "Key Employees."[10] The EPA defines the Key Employees together with Mr. Bisset as the "Sellers."[11]

Mr. Zimmerman and Mr. Montanaro were the owners of CSD; Mr. Zimmerman, Mr. Montanaro, CSD, Mr. Rathna, and Mr. Bisset were the owners of Stormhold; and Rathna, along with his father, owned Podshore.[12]

2. Coretelligent

Coretelligent is a Massachusetts limited liability company with its principal place of business in Needham, Massachusetts.[13]

B. LOIS AND RELEVANT SECTIONS OF THE EPA

Plaintiffs and Coretelligent closed the EPA on April 11, 2022.[14] The parties negotiated the EPA through various Letters of Intent and drafts of the EPA.

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[7] Compl. ¶ 2.
[8] *Id.* ¶¶ 3-4.
[9] *Id.* ¶ 9.
[10] *Id.*
[11] *Id.*
[12] *Id.*
[13] *Id.* ¶ 5.
[14] MSJ at 8; Def. MSJ Answer ¶¶ 33-34; Ex. B (D.I. No. 31).

1. Letters of Intent

The parties signed three letters of intent ("LOI") during the negotiating period. The parties signed the first LOI on April 30, 2021 (the "First LOI").[15] The First LOI contemplated that each of the earnout payments would cover a twelve-month period, as the First LOI referred to each payment period as "Year 1," "Year 2," and "Year 3."[16] The First LOI did not allow the application of excess revenue from one year to another.[17]

The parties executed the second LOI on November 12, 2021 (the "Second LOI").[18] The Second LOI also does not provide for the application of revenue in excess of targets from one year to the other.[19] Instead, the Second LOI provided that if more than 100% of the revenue target was achieved, the Owners would trigger a bonus payment of $50,000 each.[20]

The parties executed the third LOI on January 18, 2022 (the "Third LOI").[21] The Third LOI did not provide for the rollover of revenue in excess of revenue targets between the earnout years.[22] Consistent with the Second LOI, the Third LOI provided for a bonus if more than 100% of target revenue was met in each of the earnout years.[23]

2. Relevant Sections of the EPA

a. EPA Section 1.4(a).

> As additional contingent consideration for the Purchased Interests, Buyer will pay, or cause to be paid, to each of the Sellers...an additional amount of up to (but in no event more than) Two Million Five Hundred Thousand Dollars ($2,500,000.00) in the aggregate (the "Earn-Out Consideration"), based upon the achievement by the applicable Selling Owners of certain growing revenue performance metrics as set

[15] Ex. 5, First LOI (D.I. 57).
[16] Defendant's Answering Brief to Plaintiffs' Motion for Summary Judgment ¶ 8 (hereinafter "Def. MSJ Answer") (D.I. No. 57).
[17] Def. MSJ Answer ¶ 11; Ex. 7, Second LOI (D.I. No. 57).
[18] Def. MSJ Answer ¶ 12.
[19] *Id.*
[20] *Id.*
[21] *Id.* ¶ 16; Ex. 10, Third LOI (D.I. No. 57).
[22] *Id.*
[23] *Id.*

forth in Section 1.4(b) and Section 1.4(c) below for, respectively, the period of twelve (12) months that commences thirty (30) days from the Closing Date (the "First Earn-Out Period") and the period of twenty-four (24) months that commences thirty (30) days from the Closing Date (the "Second Earn-Out Period", and together with the First Earn-Out Period, each, a "Measurement Period" and collectively, the "Measurement Periods").[24]

b. EPA Section 1.4(b).

The Earn-Out Consideration, if any, for the First Earn-Out Period shall be based on achievement by the Selling Owners of Revenue in the aggregate for the Target Companies (excluding Podshore) and India Newco in excess of Four Million Five Hundred Thousand Dollars ($4,500,000) (the "First Year Revenue Target") during the First Earn-Out Period…. If the Revenue is greater than or equal to one hundred percent (100%) of the First Year Revenue Target [Plaintiffs would receive Earn-Out Consideration Payment of $1.25 million].[25]

c. EPA Section 1.4(c).

The Earn-Out Consideration, if any, for the Second Earn-Out Period shall be based on achievement by the Selling Owners of Revenue in the aggregate for the Target Companies (excluding Podshore) and India Newco in excess of Five Million Two Hundred Fifty Thousand Dollars ($5,250,000) (the "Second Year Revenue Target") during the Second Earn-Out Period[.][26] As relevant to this matter, if the Revenue is greater than or equal to one hundred percent (100%) of the Second Year Revenue Target, the Sellers would receive an additional $1,250,000.[27] Notwithstanding the foregoing and in addition thereto, in the event the applicable Selling Owners achieve Revenue in the aggregate for the Target Companies...greater than one hundred percent (100%) of the First Year Revenue Target during the First Earn-Out Period, each of the Key Employees shall additionally receive a one-time payment of Fifty Thousand Dollars ($50,000).[28]

d. EPA Section 1.4(d).

Within sixty (60) days after the end of each Measurement Period, Buyer shall furnish a reasonably detailed written report (the "Earn-Out Target Statement") to the Owner Representative setting forth its good faith determination as to the Revenue of the Target Companies (excluding Podshore) and India Newco for each applicable Measurement Period (the "Earn-Out Revenue") and the Earn-Out Consideration, together with supporting calculations and related financial information. At the written request of the Owner Representative, the Buyer shall

[24] EPA § 1.4(a).
[25] *Id.* § 1.4(b).
[26] *Id.* § 1.4(c).
[27] *Id.* § 1.4(c).
[28] *Id.*

make available to the Owner Representative (or its 7 accountants) all reports, books, financial records, schedules, calculations and any other documents, in each case as to the Target Companies...that would be reasonably necessary for the Owner Representative to review and confirm or object to the Earn-Out Target Statement and calculations therein, and shall permit the Owner Representative (or its accountants) to review the same.[29]

e. EPA Section 1.4(e).

The Owner Representative shall have a period (the "EO Review Period") of forty-five (45) days respectively from the delivery of the Earn-Out Target Statement, to review such statement and related calculations and supporting materials. If as a result of such review, the Owner Representative disagrees with the Earn-Out Target Statement, the Owner Representative shall deliver to Buyer a Dispute Notice (each an "Earn-Out Dispute Notice") prior to the expiration of the applicable EO Review Period setting forth in reasonable detail the basis for such dispute, the specific items and amounts in dispute, and the Owner Representative's alternative calculation or determination of the applicable figures contained in the statement (including the alternative calculations of each disputed line item).[30]

f. EPA Section 1.4(f).

If the Owner Representative either (i) fails to deliver an Earn-Out Dispute Notice to Buyer prior to the expiration of the applicable EO Review Period or (ii) delivers a written notice to Buyer accepting the applicable earn-out statement, then, in either case, the calculations of the amounts reflected by or contained in the applicable earn-out statement shall be final, binding and conclusive upon the Parties hereto provided, however, if Buyer fails to make available or make available, within five (5) business days, the documents requested under Section 1.4(c) hereof, Owner Representative shall have an additional fifteen (15) days to deliver the Earn Out Dispute Notice or written notice to Buyer accepting the Earn Out Target Statement.[31]

g. Integration Clause Section 10.8.

This Agreement and the other Transaction Documents contain the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to such subject matter in any way (including, without limitation, the letter of intent, dated as of November 12, 2021, by and among Buyer and the Target Companies and applicable Selling Owners, or affiliates thereof) and any prior confidentiality agreements entered into by the Parties or their Affiliates.[32]

[29] *Id.* § 1.4(d).
[30] *Id.* § 1.4(e).
[31] *Id.* § 1.4(f).
[32] *Id.* § 10.8.

C. FIRST EARN-OUT CONSIDERATION PAYOUT

After the First Earn-Out Period, Coretelligent sent Plaintiffs an email on August 14, 2023, stating that the Revenue Target was met.[33] Plaintiffs accepted the Earn-Out Consideration on August 30, 2023, and Coretelligent paid the approximately $1.4 million on August 31. 2023.[34]

III. PROCEDURAL HISTORY

A. CHATEAUX'S COMPLAINT AND CORETELLIGENT'S ANSWER & AMENDED COUNTERCLAIMS.

On February 24, 2025, Plaintiffs filed their Complaint.[35] In their Complaint, Plaintiffs plead one claim against Coretelligent for breach of Contract related to the EPA.[36] Plaintiffs also include three Declaratory Judgment claims: (i) the Second Earn-Out Period consists of the period of twenty-four months that commences thirty days from the Closing Date; (ii) Plaintiffs' Revenue for the Second Earn-Out Period exceeded $5,250,000 and thus exceeded the Second Year Revenue Target; and (iii) Sellers are entitled to the full Earn-Out Consideration for the Second Earn-Out Period totaling $1,400,000.[37]

B. CORETELLIGENT'S AMENDED COUNTERCLAIMS.

Coretelligent filed its Answer and Counterclaims with the Court on April 7, 2025.[38] Coretelligent later sought leave to amend its Counterclaims. The Court granted leave to amend on May 12, 2025.[39] Coretelligent pleads one claim for unjust enrichment—the $1.4 million Plaintiffs retained from the First Earn-Out Consideration.[40] Coretelligent also included two

[33] *See* MSJ at 2-3, 12; Ex. F (D.I. No. 31); Ex. H (D.I. No. 31) (noting the revenue earned by Plaintiffs for the First Earn-Out Period); Def. MSJ Answer ¶¶ 28-31.
[34] *See* MSJ at 28-29; Ex. A ¶¶ 30-31 (D.I. No. 31); Def. MSJ Answer ¶¶ 28-31.
[35] *See generally* Compl. (D.I. No. 1).
[36] *Id.* ¶¶ 50-57.
[37] *Id.* ¶¶ 58-74.
[38] Original Counterclaim (D.I. No. 5).
[39] Am. Counterclaim (D.I. No. 19) (Attached at Ex. A).
[40] *Id.* ¶¶ 27-31.

declaratory judgment claims seeking declarations that: (i) the Second Earnout Period is the twelve-month period commencing the day after the end of the First Earnout Period, and (ii) the parties are to refer this Earn-Out Dispute to the Neutral Accountant identified in Section 1.4(g) of the EPA.[41]

C. THE MOTION

On June 30, 2025, Plaintiffs filed the Motion.[42] Coretelligent filed its Answer in Opposition to Plaintiffs' Summary Judgment on September 22, 2025.[43] Plaintiffs filed their Reply Brief on October 13, 2025.[44] Each party also provided sur-replies. Coretelligent filed its Surreply on October 20, 2025,[45] and Plaintiffs responded with their Sur-Sur-Reply on October 23, 2025.[46]

D. THE MOTION TO COMPEL

Plaintiffs filed their Motion to Compel the return of a "privileged" email on August 4, 2025.[47] Coretelligent responded with its opposition on August 25, 2025.[48] Plaintiffs filed their Reply Brief in support of their Motion to Compel on September 9, 2025.[49]

The Court heard oral arguments on the parties' motions on January 20, 2026.[50] At the conclusion of the hearing, the Court took the motions under advisement.[51]

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[41] *Id.* ¶¶ 32-38; EPA § 1.4(g).
[42] MSJ (D.I. No. 31).
[43] Def. MSJ Answer (D.I. No. 57).
[44] Plaintiffs' Reply Brief in Support of Their Motion for Summary (hereinafter "MSJ Reply Br.") (D.I. No. 61).
[45] Defendant Coretelligent's Surreply in Opposition to Motion for Summary Judgment (hereinafter "Def. Surreply") (D.I. No. 62).
[46] Plaintiffs' Sur-Sur-Reply (hereinafter "Pls. Sur-Sur-Reply") (D.I. No. 64).
[47] Mot. To Compel (D.I. No. 44).
[48] Defendant Coretelligent's Memorandum in Opposition to Motion to Compel (hereinafter "Def. Opp'n Mot. To Compel") (D.I. No. 55).
[49] Plaintiffs' Reply in Support of Motion to Compel (hereinafter "Mot. To Compel Reply Br.") (D.I. No. 56).
[50] D.I. No. 66.
[51] *Id.*

IV. PARTIES' CONTENTIONS

A. THE PARTIES' CONTENTIONS ON THE MOTION

1. Plaintiffs' Contentions

The main issue between the parties is the meaning of the language in the EPA, specifically Section 1.4(a) regarding the Second Earn-Out Period. Plaintiffs claim that Coretelligent breached the EPA by failing to pay the Earn-Out Consideration for the Second Earn-Out Period.[52] Plaintiffs assert they are entitled to summary judgment because there are no genuine disputes as to any material facts.[53]

Plaintiffs maintain that the EPA's language is clear and Coretelligent is attempting to create disputes of fact because it is unhappy with the deal it struck.[54] Plaintiffs point to Section 1.4(a) and contend the language clearly provides that the Second Earn-Out Period is twenty-four months, which begins thirty days after closing.[55] This timeframe ran between May 11, 2022, and May 10, 2024.[56] The EPA was executed on April 11, 2022. The parties agree that the First Earn-Out Period began thirty days after, on May 11, 2022, and ran for one year until May 11, 2023.[57] Because Plaintiffs reportedly raised $8,040,935 in revenue over the twenty-four months, Plaintiffs contend they are entitled to the $1.4 million for the Second Earn-Out Consideration, which Coretelligent refused to pay and therefore breached.[58]

[52] MSJ at 18, 23-26.
[53] *Id.* at 23-25.
[54] *See id.* at 23-35.
[55] *Id.* at 15-21; EPA § 1.4(a).
[56] MSJ at 13, 16.
[57] MSJ at 7-8, 11-13; Def. MSJ Answer ¶¶ 33-34.
[58] MSJ at 16, 23; Compl. ¶¶ 50-57.

2. Coretelligent's Opposition

Coretelligent claims that, regardless of Plaintiffs' contentions, there are genuine disputes of material fact between the parties' understanding of the EPA's language.[59] Coretelligent denies that it breached the EPA and maintains that Plaintiffs' reading of the EPA's "twenty-four months" language is incorrect.[60] Coretelligent states that the twenty-four months account for the post-closing window where the revenue and consideration goals were split between two years.[61]

Coretelligent insists the First Earn-Out Period ran between May 11, 2022, and May 10, 2023, and the Second Earn-Out Period ran between May 11, 2023, and May 10, 2024.[62] Coretelligent maintains that the Second Earn-Out Period is the twelve-month period following the First Earn-Out Period's close and that the Target Companies achieved only $3,930,846 in revenue.[63] Because the Target Companies did not achieve the $5,250,000 in revenue during the Second Earn-Out Period between May 11, 2023, and May 10, 2024, Coretelligent maintains that it does not have to pay Plaintiffs the $1.25 million in Earn-Out Consideration.[64]

B. MISTAKE DEFENSE

1. Coretelligent's Mistake Defense

Coretelligent contends that if the Court finds that the Second Earn-Out Period is the twenty-four-month period beginning on May 11, 2022, this constitutes a mistake and there can be no breach.[65] Coretelligent provides alternative mutual and unilateral mistake defenses. Under

[59] Def. MSJ Answer ¶¶ 61-67.
[60] *Id.* ¶¶ 42-60.
[61] *Id.* ¶¶ 46-48, 53-55.
[62] *Id.* ¶¶ 32-35.
[63] *Id.* (noting that Coretelligent states Plaintiffs only obtained $3,660,627 in revenue, which is inconsistent with its prior communications to Plaintiffs); *see* Ex. H, Earn Out Reports (D.I. No. 31) (referring to an Earn-Out Report from Coretelligent that reflects the Target Companies achieved $4,110,089 for the First Earn-Out Period, and $3,930,846 for the Second).
[64] *See id.* ¶¶ 35-38, 43-60.
[65] *Id.* ¶¶ 50-57.

these defenses, Coretelligent argues that, if the Court finds the Second Earn-Out Period is not its own twelve-month period, this constitutes a mistake in the EPA and thus refutes Plaintiffs' breach claim.[66] Coretelligent claims the Court must deny Plaintiffs' Motion for Summary Judgment because there are disputes about what the parties believed and whether there were mistakes leading to the errors in the EPA .[67]

2. Plaintiffs Refute Mistake Defense

Plaintiffs respond to Coretelligent's mistake defenses by refuting both the mutual and unilateral mistake rationales. Plaintiffs state they were never mistaken about the contents of the EPA throughout the negotiation period and drafting of the final agreement.[68] Furthermore, Plaintiffs argue that Coretelligent failed to produce any evidence of a prior agreement to base a mistake on, that there were any errors in the actual drafting, and that any mistake is attributable to Coretelligent's own failure to exercise ordinary care.[69]

C. CORETELLIGENT'S UNJUST ENRICHMENT CLAIM

Coretelligent claims that it erroneously paid Plaintiffs $1.4 million in Earn-Out Consideration for the First Earn-Out Period due to calculation errors.[70] Coretelligent requested this consideration back, initially seeking only $275,000, and then the entire $1.4 million.[71] After reviewing the First Earn-Out Consideration payout, Coretelligent asserts that the Target Companies did not achieve the requisite revenue to earn the Consideration, and allowing them to retain it would unjustly enrich them.[72]

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[66] *Id.*
[67] *Id.* ¶¶ 61-78.
[68] MSJ Reply Br. at 10-11.
[69] *Id.* at 10-13.
[70] Am. Countercl. ¶¶ 27-31; Def. MSJ Answer ¶¶ 64-67.
[71] Def. MSJ Answer ¶¶ 33, 38 n.3.
[72] *Id.* ¶¶ 64-67; Am. Countercl. ¶¶ 27-31.

Plaintiffs dispute Coretelligent's unjust enrichment claim. Plaintiffs argue that even if the Target Companies failed to achieve the required revenue goals, the Earn-Out Consideration became final and binding upon their acceptance.[73] Plaintiffs claim that Coretelligent cannot seek a return of the funds in the absence of a claw-back provision because Section 1.4(f)'s language renders the Earn-Out Consideration conclusive and binding.[74] As such, Plaintiffs maintain that Coretelligent's unjust enrichment claim fails.[75]

D. THE PARTIES' CONTENTIONS ON THE MOTION TO COMPEL

In the Motion to Compel, Plaintiffs seek the return of a privileged email ("Disputed Email"). Plaintiffs claim that the Disputed Email was sent to their personal attorney, Jonathan Shapiro, and is protected from disclosure under the attorney-client privilege.[76] Plaintiffs allege the Disputed Email is subject to this privilege because they sought legal advice from their "personal attorney."[77] Plaintiffs maintain they reasonably believed Mr. Shapiro was acting as their personal attorney when they emailed him with six hypotheticals regarding what would happen if Coretelligent terminated any of the Key Employees after the closing.[78] Plaintiffs note that Mr. Shapiro has provided them with personal legal services in the past.[79] Plaintiffs provide that they were unaware that Mr. Shapiro represented "the company" until he told them via email almost two weeks after answering their hypotheticals.[80]

Coretelligent claims the Disputed Email is not privileged and, if it is, that it alone has the right to waive any attorney-client privilege. Coretelligent insists that the Disputed Email is not

[73] MSJ at 10-17, 26-33 (referring to EPA § 1.4(f)).
[74] *Id.* at 26-35.
[75] *Id.* at 34-35.
[76] Mot. To Compel at 1-10.
[77] *Id.* at 2-7.
[78] *Id.* at 2-10.
[79] *Id.* at 2, 6-7; Mot. To Compel Reply Br. at 1 n.1; Zimmerman Aff. ¶¶ 7-16 (D.I. No. 56).
[80] Mot. To Compel at 3-4.

privileged for several reasons. First, Plaintiffs were not clients of Mr. Shapiro because he only represented CXH during the closing of the EPA.[81] Second, after acquiring 100% of the Target Companies' interest, Coretelligent held the exclusive right to waive any privilege related to the Disputed Email.[82] Last, Plaintiffs left the Disputed Email on the company's system, and because it was a personal communication, it violated the personal email policy, rendering any privacy expectation void.[83]

The parties did not include the Disputed email in their initial filings. However, Plaintiffs provided the Disputed Email after the Court heard oral arguments on the parties' motions on January 20, 2026.

V. STANDARD OF REVIEW

A motion for summary judgment will be granted when "after viewing the record in a light most favorable to a nonmoving party, no genuine issues of material fact exist, and the moving party is entitled to judgment as a matter of law."[84] The Court, in considering a motion for summary judgment, "examine[s] the record to determine whether genuine issues of material fact exist, 'but not to decide such issues.'"[85] The moving party bears the burden of proving his claim is supported by undisputed facts, if the motion is properly supported, the burden shifts to the non-moving party to demonstrate any material issues of fact.[86]

The Court may deny summary judgment if "the Court concludes a more thorough inquiry into, or development of, the facts [ ] would clarify the law or its application."[87] Without a

[81] Def. Opp'n Mot. To Compel at 12-14.
[82] *Id.* at 14-15.
[83] *Id.* at 7-11.
[84] *Genworth Fin., Inc. v. AIG Specialty Ins. Co.*, 2025 WL 688987, at *6 (Del. Super. Feb. 21, 2025).
[85] *Id.*
[86] *Id.*
[87] *Miller v. Leidos, Inc.*, 2024 WL 4534135, at *3 (Del. Super. Oct. 21, 2024).

genuine dispute of material fact, however, there is no need for a trial; the movant is entitled to judgment as a matter of law.

VI. DISCUSSION

A. THE COURT WILL NOT GRANT JUDGEMENT ON THE BREACH OF THE EPA CLAIM AND REJECTS CORETELLIGENT'S MISTAKE DEFENSE.

1. The Second Earn-Out Period is Twenty-Four Months, But the Target Companies Failed to Achieve the Revenue for the Earn-Out Consideration for the Second Earn-Out Period.

The elements of a breach of contract claim are: (i) the existence of a contractual obligation; (ii) a breach of that obligation; and (iii) damages resulting from the breach.[88] Each element must be supported by specific factual allegations; conclusory statements are insufficient to support a claim for breach of contract.[89] Additionally, general references to a contract or provision will not sustain a claim.[90] "A party must identify the particular contractual terms that were breached."[91] The plaintiff asserting a breach of contract claim has the burden of proving its claim by a preponderance of the evidence.[92]

Delaware law "adheres to the objective theory of contracts, i.e., a contract's construction should be that which would be understood by an objective, reasonable third party."[93] "When interpreting a contract, this Court 'will give priority to the parties' intentions as reflected in the four corners of the agreement,' construing the agreement as a whole and giving effect to all its provisions."[94] Furthermore, "a court must determine the intent of the parties from the language

[88] *Celgene Corp. v. Humana Pharmacy, Inc.*, 2023 WL 3944029 (Del. Super. May 31, 2023).
[89] *Perfect Game Inc. v. Rise 2 Greatness Found.*, 2025 WL 1555003, at *3 (Del. Super. June 2, 2025).
[90] *Id.*
[91] *Id.*
[92] *Movora LLC v. Gendreau*, 345 A.3d 997, 1011 (Del. Super. Aug. 29, 2025); *Zimmerman v. Crothall*, 62 A.3d 676, 691 (Del. Ch. Jan. 31,2013).
[93] *Samuel J. Heyman 1981 Continuing Tr. for Lazarus S. Heyman v. Ashland LLC*, 284 A.3d 714, 721 (Del. 2022).
[94] *Id.*

of the contract."[95] This approach places great weight on the plain terms of a disputed contractual provision, and we "interpret clear and unambiguous terms according to their ordinary meaning."[96]

Courts should also ensure that "all contract provisions [are] harmonized and given effect where possible."[97] We do not consider extrinsic evidence unless we find that the text is ambiguous.[98] Ambiguity is present "only when the provisions in controversy are reasonably or fairly susceptible of different interpretations or may have two or more different meanings."[99] Critically, a contractual provision is "not rendered ambiguous simply because the parties in litigation differ" as to the proper interpretation.[100]

Here, both parties agree that the EPA is a valid agreement. However, Plaintiffs contend that Coretelligent breached the EPA by refusing to pay the Second Earn-Out Period's Earn-Out Consideration.[101] Coretelligent disputes Plaintiffs' contention and argues that it did not breach the EPA because Section 1.4(a) "cannot be construed to include a twenty-four month Second Earn-Out Period."[102] Coretelligent insists it did not breach the EPA because Section 1.4(a) cannot be interpreted to include a twenty-four-month Earn-Out Period, and even if it can, it was the product of either mutual or unilateral mistakes.[103]

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[95] *Id.*
[96] *Id.*
[97] *Id.*
[98] *Id.*
[99] *Id.*
[100] *Id.*
[101] Compl. ¶¶ 50-57; MSJ at 23.
[102] Def. MSJ Answer ¶¶ 42-49.
[103] *Id.* ¶¶ 50-57.

a. The Court Will Not Consider Prior Versions of the EPA or Letters of Intent to Interpret the Language in the Final EPA.

In the Motion, Plaintiffs must demonstrate there are no genuine disputes of material fact, and they are entitled to judgment as a matter of law.[104] When interpreting a contractual agreement, the parties' "steadfast disagreement" over its interpretation will not render the contract ambiguous.[105] A contractual provision is ambiguous if it is reasonably susceptible to different interpretations or may have two or more meanings.[106] As a "pro-contractarian" state, Delaware courts require parties to live with "the language of the contracts they negotiate."[107]

Here, the Court only considers the final, integrated version of the EPA and will not consider extrinsic evidence from previous drafts or Letters of Intent to determine the meaning of Section 1.4(a). In Delaware, courts will not consider extrinsic evidence unless the language of the agreement is ambiguous.[108] The parol evidence rule "bars admission of extrinsic evidence to an unambiguous, integrated written contract for the purpose of varying or contradicting the terms of that contract."[109]

In its opposition to the Motion, Coretelligent asserts that "[t]he plain language of the [EPA] is unambiguous."[110] Because Coretelligent agrees with Plaintiffs that the EPA is unambiguous, the Court must interpret the EPA based on the language in the final, integrated writing, without any extrinsic evidence of prior agreements.[111]

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[104] *Id.*
[105] *Manti Holdings, LLC v. Authentix Acquisition Co., Inc.*, 261 A.3d 1199, 1208 (Del. 2021).
[106] *Tr. for Lazarus S. Heyman*, 284 A.3d at 721.
[107] *Symbiont.io, Inc. v. Ipreo Holdings, LLC*, 2021 WL 3575709, at *52 (Del. Ch. Aug. 13, 2021).
[108] *Tr. for Lazarus S. Heyman*, 284 A.3d at 721.
[109] *TrueBlue, Inc. v. Leeds Equity Partners IV, LP*, 2015 WL 5968726, at *4 (Del. Super. Sept. 25, 2015).
[110] *See* Def. MSJ Answer at 1, ¶¶ 43-45.
[111] *Id.*; *Tr. for Lazarus S. Heyman*, 284 A.3d at 721.

Here, the final version of the EPA lends itself to only one interpretation. With the parties agreeing that Section 1.4(a) is unambiguous, the Court reads the Earn-Out provision and accepts its plain language. Section 1.4(a) provides that:

> [T]he period of twelve (12) months that commences thirty (30) days from the Closing Date (the "First Earn-Out Period") and the period of twenty-four (24) months that commences thirty (30) days from the Closing Date (the "Second Earn-Out Period"…).[112]

The language is unambiguous and can only be read and understood to mean that the Second Earn-Out Period is twenty-four months post-closing. Coupling this language with the integration clause in Section 10.8, the Court reads Section 1.4(a) as the final reflection of what the parties intended.[113] As such, the Court's review is limited to the four corners of the EPA. The Second Earn-Out Period is the twenty-four months after the closing of the EPA, specifically from May 11, 2022, to May 10, 2024.[114]

However, the Court's finding that the Second Earn-Out Period is twenty-four months does not mean that Plaintiffs can now receive the Earn-Out Consideration. While the EPA's language states that the Measurement Period consists of a twelve and twenty-four-month period, it also bifurcates the Revenue Targets into the "First Year" and "Second Year."[115] The Court interprets this language as a reflection of the parties' intent to split the Revenue Targets for Earn-Out Consideration between the First Year and the Second Year.[116]

More simply, the Court does not read the EPA as allowing Plaintiffs to include the revenue produced by the Target Companies over the twenty-four-month Measurement Period. Instead, EPA's language provides two separate measurements within the Earn-Out Periods. The

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[112] EPA § 1.4(a).
[113] *Id.* § 10.8; *TrueBlue*, 2015 WL 5968726, at *4.
[114] EPA § 1.4(a); Compl. ¶ 74.
[115] EPA §§ 1.4(a)-(c) (referring to the First and Second Earn-Out Periods).
[116] *See id.*

first measurement is the overlapping twelve and twenty-four-month periods, which outline when the Target Companies' revenue applies in Earn-Out Consideration calculations. The second includes the First- and Second-Year Revenue Targets as benchmarks delineated into two individual years within the twenty-four months. If the intent of the parties was to consider the entirety of the revenue generated over the twenty-four months, this would effectively render the First- and Second-Year distinctions meaningless.

b. Coretelligent's Mistake Defenses to Plaintiffs' Breach of Contract Claim.

Although the Court cannot consider extrinsic evidence to alter or contradict the language of the EPA, it can consider such evidence to determine whether mistakes occurred before the final agreement.[117] Here, Coretelligent raises both unilateral and mutual mistake as alternative defenses against to Plaintiffs' breach of contract claim.[118]

A party asserting a mutual or unilateral mistake defense must prove the defense by clear and convincing evidence.[119] If the party asserting the mistake defense satisfies its burden, it may rescind the agreement or reform a contractual provision.[120] Importantly, the fact that one party denies the existence of a mistake does not prevent the Court from finding a mistake.[121] To support a *mutual* mistake defense, a party must establish: (i) the terms of an agreement between the parties; (ii) the execution of a written agreement that was intended but failed to incorporate the terms; (iii) the parties' mutual but mistaken belief that the writing reflected their true agreement; and (iv) the precise mistake.[122] For a *unilateral* mistake defense, a plaintiff must

[117] *Beckrich Holdings, LLC v. Bishop*, 2005 WL 5756847, at *5 (Del. Ch. June 9, 2005).
[118] Def. MSJ Answer ¶¶ 58-60.
[119] *Cerberus Int'l, Ltd. v. Apollo Mgmt., L.P.*, 794 A.2d 1141, 1151-52 (Del. 2002) ("The clear and convincing evidentiary standard is "an intermediate evidentiary standard, higher than mere preponderance, but lower than proof beyond a reasonable doubt.").
[120] *Id.*; *Sweetwater Point, LLC v. Kee*, 2020 WL 6561567, at *14 (Del. Super. Nov. 5, 2020).
[121] *Matter of McCall*, 398 A.2d 1210, 1216 (Del. Ch. Dec. 8, 1978).
[122] *Bryant v. Way*, 2012 WL 1415529, at *12 (Del. Super. Apr. 17, 2012) (emphasis added).

demonstrate it had a specific prior understanding that is materially different from the written agreement and that the other party knew of the mistake but remained silent.[123]

Coretelligent's mistake arguments focus exclusively on the same "twenty-four month" issue addressed above.[124] Coretelligent relies on its argument that the prior non-binding LOIs contemplated "Year 2" revenue would be payable twenty-four months after closing, not for revenue accumulated "across" twenty-four months.[125] However, Coretelligent's argument regarding the LOIs' language overlooks the fact that the LOIs use the same "twenty-four-month" language when referring to the Second Earn-Out Period as the EPA.[126] Including this language throughout the LOIs and drafts of the EPA refutes the mistake arguments because the twenty-four-month language was used prior to the EPA and in the EPA.[127]

The Court cannot adopt Coretelligent's mistake defense because it seeks to contradict the meaning of the language in the EPA. This argument fails for the reasons explained in the section above—Coretelligent agrees the EPA is unambiguous and contains an integration clause.[128] Because the EPA includes the same language at the crux of Coretelligent's mistake defenses in the LOIs and earlier EPA drafts, it is unnecessary to address each of the Plaintiffs' specific arguments opposing these defenses. These arguments include: no evidence of specific prior agreement, no evidence of scrivener's error, Coretelligent assumed the risk, enforcement of the EPA is not unconscionable, and Coretelligent did not exercise ordinary care.[129] Coretelligent fails to present any dispute of material fact and demonstrate that it is entitled to judgment as a matter of law.

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[123] *Id.* at 11 (emphasis added); *Cerberus*, 794 A.2d at 1151.
[124] Def. MSJ Answer ¶¶ 50-57.
[125] *Id.* ¶¶ 46-49 (referring to Second LOI (Ex. 7 (D.I. No. 57).
[126] *See* Ex. 5, First LOI (D.I. No. 57); Ex. 7, Second LOI (D.I. No. 57); Ex. 10, Third LOI (D.I. No. 57).
[127] *Cerberus*, 794 A.2d at 1151; *Bryant*, 2012 WL 1415529, at *11.
[128] Def. MSJ Answer at 1, ¶¶ 43-45; EPA § 10.8.
[129] *See* MSJ Reply Br. at 7-14.

c. The Court Finds Plaintiffs Have Not Demonstrated a Right to Judgment on the Issue of Whether the Revenue Goal Required for the Earn-Out Consideration was Achieved.

On this record, the Court finds Plaintiffs have not carried the burden of proving that the $5.25 million required in the Second Earn-Out Period for the Earn-Out Consideration was achieved. The EPA states in Section 1.4(c) that the "Second Year Revenue Target" requires the Target Companies to achieve a revenue of $5.25 million for Plaintiffs to receive the Earn-Out Consideration. Because this temporal measurement delineates the requirements by year, as opposed to months, the EPA is clear that the Target Companies needed to achieve the Second Year Revenue Target between the end of the first revenue target and the end of the second.

In an email exchange with Plaintiffs on May 29, 2024, Coretelligent informed Plaintiffs that the relevant the Target Companies did not meet the revenue requirement to receive the Second Year Earn-Out Consideration.[130] According to Coretelligent's Earn-Out report, the Target Companies only obtained $3,930,846 in revenue.[131] Plaintiffs do not refute this figure; however, Plaintiffs claim Coretelligent breached the EPA because it should have added Year One's $4,110,089 revenue to Year Two's $3,930,846 revenue for a total revenue of $8,040,935.[132]

Allegations are not enough here.[133] The Earn-Out Revenue Targets for the Target Companies are specifically spread out over different years.[134] The Earn-Out Period is not the end of the analysis. Definitions of "Revenue" and "Measurement Period" come into the analysis. As such, there is a genuine dispute as to whether the Target Companies achieved the required

[130] Ex. J, May 29, 2024, Second Year Earn-Out Email (D.I. No. 31).
[131] Ex. H, Earn Out Reports (D.I. No. 31).
[132] *Id.*; MSJ at 16.
[133] *Genworth Fin.*, 2025 WL 688987, at *6.
[134] EPA §§ 1.4(b)-(c).

$5.25 million in Revenue for the Measurement Period as it applies to a specific Earn-Out Period.[135] Plaintiffs failed to carry their burden and show that there are no genuine disputes of material fact. More specifically, Plaintiffs cannot prove that Coretelligent breached a specific provision of the EPA since Coretelligent disputes the Target Companies' revenue for the Second Year.[136]

The Court **DENIES** Plaintiffs' Motion for Summary Judgment regarding their breach of contract claim.

2. The Court grants the Motions as to Coretelligent's Unjust Enrichment Claim.

A claim for unjust enrichment requires a plaintiff to show: (i) an enrichment, (ii) an impoverishment, (iii) a relation between the enrichment and the impoverishment, and (iv) the absence of justification.[137] Under Delaware law, when a contract governs the rights and obligations at the center of the claim, a party cannot recover under an unjust enrichment theory.[138] An enrichment requires retaining something of value.[139]

Here, Coretelligent claims that allowing Plaintiffs to retain the $1.4 million Earn-Out Consideration would constitute an unjust enrichment.[140] Coretelligent provides two rationales supporting its unjust enrichment claim. First, Coretelligent claims it never provided Plaintiffs with the Earn-Out Target Statement as required under Section 1.4(d) of the EPA.[141] Second, Coretelligent claims it made a calculation error, and Plaintiffs were not entitled to any of the

[135] Def. MSJ Answer ¶ 34; Ex. H (D.I. No. 31) (reflecting Plaintiffs' "Y2 Earnout Revenue Calc" was only $3,930,846).
[136] *See* Compl. ¶¶ 50-57; Ex. H (D.I. No. 31).
[137] *Yangaroo Inc. v. Digital Media Servs., Inc.*, 2024 WL 2791100, at *12 (Del. Super. May 30, 2024).
[138] *Palisades Collection, LLC v. Unifund CCR Partners*, 2015 WL 6693962, at *7 (Del. Super. Nov. 3, 2015).
[139] *APEX Mech. & Fabrication, Inc. v. Milford Sch. Dist.*, 2025 WL 1412052, at *9 (Del. Super. May 14, 2025) (citing *Nemec v. Shrader*, 991 A.2d 1120, 1130 (Del. 2010)).
[140] Am. Countercl. ¶¶ 27-31 (D.I. No. 19).
[141] Def. MSJ Answer ¶ 28; EPA §§ 1.4(d)-(f).

First Earn-Out Period's Consideration.[142] Coretelligent also disagrees with Plaintiffs' position that in Delaware, when a valid contract governs the parties' relationship, there can be no unjust enrichment claim.[143]

However, "[i]t is a well-settled principle of [Delaware] law that a party cannot recover under a theory of unjust enrichment if a contract governs the relationship between the contesting parties that gives rise to the unjust enrichment claim."[144] Coretelligent admits in its Amended Counterclaims, "[t]he EPA is a valid and enforceable contract."[145] As a valid agreement between Plaintiffs and Coretelligent, the EPA defines the parties' obligations and precludes the unjust enrichment claim.

Coretelligent also argues that it is "premature" to rule on its unjust enrichment claim because it requires additional discovery to substantiate its claim.[146] Coretelligent contends that it "needs to explore Plaintiffs' justification for retaining the $1.4 million" and the Court should deny Plaintiffs' Motion as it relates to its unjust enrichment claim.[147] This request is moot, however, because the existence of the admittedly valid EPA precludes Coretelligent's claim. Coretelligent needs to seek damages for breach of the EPA and not a claim for unjust enrichment.

[142] Def. MSJ Answer ¶¶ 31, 63.
[143] *Id.* (choosing not to address Plaintiffs' reliance on *Nemec v. Shrader*, 991 A.2d 1120 (Del. 2010)).
[144] *Vichi v. Koninklijke Philips Elecs. N.V.*, 62 A.3d 26, 58 (Del. Ch. 2012); *see, e.g.*, *Renovaro Inc. v. Gumrukcu*, 2025 WL 3134533, at 814 (Del. Ch. Nov. 7, 2025); *see, e.g.*, *JanCo FS 2, LLC v. ISS Facility Servs., Inc.*, 2024 WL 4002825, at *20 (Del. Super. Aug. 30, 2024).
[145] Am. Countercl. ¶ 34.
[146] Def. MSJ Answer ¶ 67.
[147] *Id.*

3. Effect of Denying the Motion on Plaintiffs' Breach of Contract Claim on the Parties' Declaratory Judgment Claims.

Declaratory judgment "is intended to provide a remedy where no other remedy is available under circumstances where an impending injury has not as yet occurred."[148] In other words, declaratory judgment establishes the legal rights of a party before the party is injured, although injury is anticipated.[149] Essentially, declaratory relief is "remedial in character" and "promote[s] preventive justice."[150]

Delaware's Declaratory Judgment Act ("DDJA") empowers the Court to "declare rights, status and other legal relations whether or not further relief is or could be claimed."[151] However, not all disputes are appropriate for declaratory judgment when the parties request it.[152] The Court has the discretion to decline declaratory judgment jurisdiction.[153] Before ruling on a declaratory judgment action, the Court must first make a threshold determination that an "actual controversy" exists.[154] An "actual controversy" has four elements: (i) It must be a controversy involving the rights or other legal relations of the party seeking declaratory relief; (ii) it must be a controversy in which the claim of right or other legal interest is asserted against one who has an interest in contesting the claim; (iii) the controversy must be between parties whose interests are real and adverse; and (iv) the issue involved in the controversy must be ripe for judicial determination.[155]

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[148] *First State Orthopaedics, P.A. v. Liberty Mut. Ins. Co.*, 2020 WL 6875219, at *4 (Del. Super. Nov. 20, 2020).
[149] *Id.*
[150] *Id.*
[151] 10 *Del. C.* §§ 6501-15; *Band's Visit Nat'l Tour LLC v. Hartford Fire Ins. Co.*, 307 A.3d 387, 422-23 (Del. Super. 2023).
[152] *Band's Visit Nat'l Tour*, 307 A.3d at 422-23.
[153] *Id.*
[154] *Id.*
[155] *Id.*

a. Plaintiffs' Declaratory Judgment Claims

i. The Second Earn-Out Period is 24 Months.

As discussed above, the Court finds that the final, integrated version of the EPA governs the duties and obligations of the parties. For those reasons, the Court grants the Motion on Plaintiffs' declaratory judgment claim and finds that the language of the EPA provides that the Second Earn-Out Period, as defined, entails the twenty-four months that begin thirty days after Closing.[156]

ii. The Second Earn-Out Period Required Plaintiffs to Achieve a Total Revenue of $5.25 Million.

Plaintiffs failed to prove that the Target Companies achieve the required $5.25 million in revenue for the Second Earn-Out Period. As such, the Court finds that genuine disputes of material fact exist, and Plaintiffs are not entitled to judgment as a matter of law. As such, the Court **DENIES** the Motion on this declaratory judgment claim.[157]

iii. Plaintiffs Are Not Entitled to the Full $1.4 Million for the Second Earn-Out Period.

Regarding the Second Earn-Out Period's $1.4 million Earn-Out Consideration, there is conflicting evidence as to whether the $5.25 million Revenue Target for the Second Year was achieved.[158]

[156] *See* Section VI(A)(1), *supra*.
[157] Compl. ¶¶ 68, 74.
[158] *See* VI(A)(1)(iii), *supra*; Ex. H, Earn Out Reports (D.I. No. 31); MSJ at 16; Def. MSJ Answer ¶ 47.

b. Coretelligent's Declaratory Judgment Counterclaims

i. The Second Earn-Out Period is Not the 12 Months Following the End of the First Earn-Out Period.

As stated above, the language in Section 1.4(a) states that the Second Earn-Out Period is twenty-four months, beginning thirty days after the Closing.[159]

ii. A Neutral Accountant is Not Required to Review Plaintiffs' EPA Disputes.

Questions regarding contracts and their interpretation are questions of law.[160] Because each of the issues raised in the parties' filings relates to interpreting the legal effect of the EPA, a neutral accountant cannot resolve the legal construction and interpretation issues.[161] Section 1.4(g)'s requirement for the parties to refer their disputes to a neutral accountant is inappropriate for legal matters.[162] The need for the neutral accountant will rise if there is a dispute over actual numbers,

B. THE COURT DENIES THE MOTION TO COMPEL.

Delaware recognizes that the attorney-client privilege "protects the communications between a client and an attorney acting in his professional capacity where the communications are intended to be confidential, and the confidentiality is not waived."[163] The privilege serves "to foster the confidence of the client and enables him to communicate without fear in order to seek legal advice."[164] The attorney-client privilege protects only legal advice; it does not shield business advice.[165] The party asserting the attorney-client privilege bears the burden of proving

[159] Def. MSJ Answer at 1; Am. Countercl. at __.
[160] *See Eagle Force Holdings, LLC v. Campbell*, 187 A.3d 1209, 1232 (Del. 2018).
[161] *Thompson St. Capital Partners IV, L.P. v. Sonova United States Hearing Instruments, LLC*, 340 A.3d 1151, 1165 (Del. 2025).
[162] *Id.*; EPA § 1.4(g).
[163] *Moyer v. Moyer*, 602 A.2d 68, 72 (Del. 1992).
[164] *Id.*
[165] *Morris v. Spectra Energy Partners (DE) GP, LP*, 2018 WL 2095241, at *2 (Del. Ch. May 7, 2018).

that the privilege applies to a particular communication.[166] Plaintiffs' request that the Court compel Coretelligent to return the Disputed Email rests on whether this email is protected by the attorney-client privilege.

Here, Plaintiffs claim that their communication to Mr. Shapiro in the Disputed Email should receive the protections afforded under the attorney-client privilege.[167] According to Plaintiffs, Mr. Shapiro was serving as their personal attorney and provided legal advice when answering six hypothetical questions related to closing the Chateaux sale.[168] Plaintiffs insist that Mr. Shapiro was individually providing them with legal advice.[169] Despite Mr. Shapiro's email on March 29, 2022, stating his engagement was "with the company," Plaintiffs maintain this is true despite Mr. Shapiro's email on March 29, 2022, stating that his engagement was "with the company."[170]

In addition to Mr. Shapiro's explicit statement on representation, Coretelligent raises additional arguments when opposing the Motion to Compel. Coretelligent relies upon Chateaux's email policy; that the Company possesses the right to waive the attorney-client privilege over the email post-acquisition; and, even if the privilege applied to one Plaintiff, it should not apply to all.[171]

The attorney-client privilege protects legal advice only and does not shield business advice.[172] In the Disputed Email provided to the Court on January 20, 2026, the Court finds that the contents do not reflect personal legal representation.[173] Instead, Mr. Shapiro provides

[166] *Id.* at *1.
[167] Mot. To Compel at 2, 7-8.
[168] *Id.* at 2-3, 5, 7.
[169] *Id.* at 3, 7; *see also* Mot. To Compel Reply Br. at 4-5.
[170] Mot. To Compel at 5, 7-8; *see also* Mot. To Compel Reply Br. at 1-3.
[171] *See* Def. Opp'n Mot. To Compel ¶¶ 6-15.
[172] *Morris*, 2018 WL 2095241, at *2.
[173] Disputed Email (CORE000001_0001-CORE000002_0002).

answers about what would happen if Coretelligent terminated Mr. Zimmerman, Mr. Rathna, or Mr. Montanaro before the Earn-Out Periods closed.[174] Shapiro does not advise ZRM to take any action in the Disputed Email and recounts the business, payment, and tax implications related to the termination.[175] As such, Plaintiffs fail to demonstrate that the Disputed Email is privileged.

There as so many additional problems with the Motion to Compel. As raised by Coretelligent, Mr. Shapiro made clear he was the company's lawyer and not the lawyer for Plaintiffs. Plaintiffs used company email in a purportedly personal situation.[176] The email policy weighs in favor of production. In addition, the Disputed Email remained on the company server where the company had access even after Plaintiffs no longer had access after the equity purchase.[177] Even if the Disputed Email constituted an attorney-client communication, Plaintiffs clearly did not take steps to maintain the privilege.

[174] *Id.*
[175] *Id.*
[176] *See, e.g., In re Information Mgmt. Servs., Inc. Derivative Litig.*, 81 A.3d 278, 285 (Del. Ch. 2013).
[177] *See, e.g., DLO Enters., Inc. v. Innovative Chem. Prods. Group, LLC*, 2020 WL 2844497 (Del. Ch. June 1, 2020).

VII. CONCLUSION

For the reasons stated above, the Court **DENIES** the Motion on breach of the EPA.

The Court **GRANTS in PART and DENIES in PART** the Motion on Plaintiffs' Declaratory Judgment claims:

(i) The Second Earn-Out Period consists of the period of twenty-four months that commences thirty days from the Closing Date is **GRANTED**;
(ii) The Revenue for the Second Earn-Out Period exceeded $5.25 million satisfied the Second Year Revenue Target is **DENIED**; and
(iii) Plaintiffs are entitled to the full $1.4 million in Earn-Out Consideration for the Second Earn-Out Period is **DENIED**.

The Court **GRANTS** the Motion regarding Coretelligent's unjust enrichment claim.

The Court **DENIES** the Motion to Compel.

IT IS SO ORDERED.

May 4, 2026
Wilmington, Delaware

/s/ Eric M. Davis
Eric M. Davis, President Judge

cc: File&ServeXpress