**IN THE SUPERIOR COURT OF THE STATE OF DELAWARE**

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| HOPEWELL LOGISTICS, INC., | ) | |
| | ) | |
| Plaintiff, | ) | |
| | ) | |
| v. | ) | C.A. No. N25C-04-304 PAW CCLD |
| | ) | |
| BOOMI, L.P., | ) | |
| | ) | |
| Defendant. | ) | |

Date Submitted: March 24, 2026
Date Decided: June 30, 2026

**MEMORANDUM OPINION**

*Upon Defendant's Motion to Dismiss;*
**DENIED.**

*Upon Plaintiff's Partial Motion to Dismiss;*
**DENIED.**

Phillip Trainer, Jr., Esq.; and Samuel M. Gross, Esq., of Ashby & Geddes LLP; Nicholas W. Petts, Esq., of Dentons US LLP, *Attorneys for Plaintiff/Counterclaim-Defendant Hopewell Logistics, Inc.*

Jennifer M. Becnel-Guzzo, Esq.; and Allison M. Neff, Esq., of Saul Ewing LLP, *Attorneys for Defendant/Counterclaim-Plaintiff Boomi, L.P.*

**WINSTON, J.**

## I. INTRODUCTION

This dispute arises from a renewal agreement between a service provider and a longtime customer. While negotiating the renewal and just before the previous agreement was set to expire, the provider demanded additional fees it alleged were owed under the previous agreement, leading the customer to assent to the renewal while stating it was signing "under duress."

After execution, the customer paid a portion of the newly imposed amounts, found an alternative provider, and filed this action seeking rescission of the renewal agreement based on economic duress. The provider counterclaimed for declaratory judgment, anticipatory breach of contract, breach of contract, and, in the alternative, promissory estoppel and unjust enrichment.

The provider moved to dismiss the customer's complaint, and the customer moved to dismiss the provider's unjust enrichment and unjust promissory estoppel counterclaims. The Court concludes the complaint adequately pleads economic duress under Delaware law. The Court also holds the provider adequately pleads unjust enrichment and promissory estoppel in the alternative. Accordingly, the Court denies both motions.

## II. FACTUAL AND PROCEDURAL BACKGROUND[1]

Beginning in 2007, Defendant and Counterclaim Plaintiff Boomi, L.P., began providing software services to Plaintiff and Counterclaim Defendant Hopewell Logistics, Inc.[2] The services were provided under a Master Services Agreement and Renewal Order Forms executed every one to three years.[3] The Renewal Order Forms specified the price and services to be provided during each contract period.[4] The software services facilitated communications between internal computer systems belonging to Hopewell—which is in the consumer goods logistics business—and the internal systems belonging to Hopewell's customers.[5] Boomi allows for this by providing what it refers to as "connectors" to its customers to transmit data.[6] These connectors come in two types: "Standard Connectors" and "Trading Partner

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[1] On the motion to dismiss the complaint, the facts are drawn from the complaint (D.I. 1) and the documents incorporated therein. The Court accepts as true the complaint's well-plead facts solely for the purposes of Defendant's motion to dismiss. On the partial motion to dismiss the counterclaims, the facts are drawn from the counterclaims (D.I. 32) and the documents incorporated therein. The Court accepts as true the counterclaims' well-pled facts solely for the purposes of Plaintiff's partial motion to dismiss.

[2] Compl. ¶ 3.

[3] *Id.* ¶ 16.

[4] *Id.*

[5] *Id.* ¶ 15.

[6] *Id.* ¶ 17.

Connectors."[7] Historically, Boomi charged Hopewell on a per-account and per-Trading Partner Connector basis, but made hundreds of Standard Connectors available to Hopewell free of charge and available upon request.[8] This changed in 2019, when Boomi modified its pricing structure and began pricing its services according to the number and type of connectors it provided.[9]

In late 2019, Boomi emailed Hopewell informing it that according to an analysis Boomi conducted, it was providing Hopewell with an excess of Standard Connectors—to the point where the number of Standard Connectors provided exceeded the value of Hopewell's annual subscription fee.[10] It encouraged the parties to review and identify "any duplication or other issues that are inflating [its] connector count."[11] Boomi emailed again on January 8, 2020, notifying Hopewell that it had been "enjoying very low yearly pricing" under a legacy version of Boomi's software, and that it would be requesting "a true up at renewal time in order to get Hopewell's fees more in line with [its] actual usage."[12]

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[7] *Id.*

[8] Compl. ¶ 17.

[9] *Id.*

[10] *Id.* ¶ 18.

[11] *Id.*

[12] *Id.* ¶ 19.

At renewal time in late March of 2020, Boomi proposed an extension of the parties' contract for the next year.[13] Consistent with the parties' past renewal practices, under the renewal agreement, Hopewell would pay Boomi an annual subscription fee for all services for the following year—[redacted], up from [redacted] the year before.[14] In April 2020, the parties executed a Renewal Order Form for [redacted] for all services for the coming year (the "2020-2021 Agreement").[15] The following year, the parties renewed and extended their contract on similar pricing terms.[16] In April 2021, the parties executed a Renewal Order Form extending the software services contract for a three-year term where Hopewell would pay [redacted] per year between 2021 and 2024 (the "2021-2024 Agreement").[17] Accordingly, Boomi's requested "true up" led to an increase in Hopewell's annual subscription fee for the upcoming renewal term.[18] One month after the 2021-2024 Agreement was signed, Boomi was sold to two private equity firms.[19]

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[13] Compl. ¶¶ 20-21.

[14] *Id.*

[15] *Id.*

[16] *Id.* ¶ 22.

[17] *Id.*

[18] *See generally Id.* ¶¶ 18-22.

[19] *Id.* ¶ 23.

In January 2024, three months before the 2021-2024 Agreement expired, Hopewell contacted Boomi about renewing their contract for another three-year term.[20] Two months later, Boomi responded and referred Hopewell to Boomi's audit team.[21] Two weeks before the contract expired, Boomi conducted an audit into Hopewell's usage and again concluded that Hopewell was utilizing more Standard Connectors than the value of the subscription warranted.[22] The number of connectors used, however, had not increased.[23] Boomi asked Hopewell to adjust its usage to reduce its number of connectors and Hopewell worked to implement Boomi's suggestions.[24]

Approximately ten days before the contract expired, Boomi and Hopewell met to negotiate the renewal.[25] Boomi informed Hopewell that it owed [redacted] in "back fees" for the prior two contract terms, and offered to accept a payment of [redacted] per year over three years to resolve the issue.[26] On April 30, the day before the contract expired, Hopewell requested additional time to consider the terms

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[20] *Id.* ¶ 24.

[21] Compl. ¶ 24.

[22] *Id.* ¶ 25.

[23] *Id.* ¶ 26.

[24] *Id.*

[25] *Id.* ¶ 27.

[26] *Id.*

offered, and requested the contract be based on the "actual usage number [redacted]" for the next three years, consistent with past practices.[27] Boomi declined both requests and warned Hopewell that "without signing the order we have sent you, you will not have legal Boomi licensing as of midnight tonight. Any future purchases Hopewell makes after COB today will be at retail plus full back usage."[28] Hopewell accepted Boomi's offer in an email in which it wrote:

> It is quite unfortunate that you are taking this position that you will put our account and therefore our business at risk should we not sign back the contract by end of business day today. Consequently, we have no other choice but to sign back the renewal document for fear of the potential for significant disruption and financial loss, among other concerns, for our customers that are heavily reliant on us. We therefore take the position that we are being made to sign the new contract attached hereto under duress.[29]

Under the renewal (the "2024-2027 Agreement"), Hopewell was to pay [redacted] in back fees for its prior usage in three annual installments of [redacted], in addition to [redacted] for its annual subscription fee for the upcoming year.[30] In June, Hopewell made a payment of [redacted] under the 2024-2027 Agreement.[31]

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[27] *Id.* ¶¶ 28-29.

[28] Compl. ¶ 30.

[29] *Id.* ¶¶ 30-31.

[30] *Id.* ¶ 32-33.

[31] *Id.*

Shortly after signing the 2024-2027 Agreement, Hopewell began the process of seeking recourse against Boomi, retaining Delaware counsel to attempt to avoid the 2024-2027 Agreement.[32] It also sought a new software provider, completing this process in April of 2025.[33] In May of 2025, Hopewell brought this one count suit, alleging duress in Boomi's conduct in obtaining Hopewell's assent to the 2024-2027 Agreement, and seeking rescission of the same.[34]

Boomi brought counterclaims.[35] It alleges that in July of 2024, after the parties entered into the 2024-2027 Agreement, Hopewell requested additional Trading Partner Connectors, but noted that it would only use the additional Connectors for one year.[36] Boomi informed Hopewell that, per the Master Services Agreement that had been incorporated into the 2024-2027 Agreement by reference, "any and all add-ons are prorated to the remaining term of the contract" and that "removal is only possible at [the] time of renewal," to which Hopewell responded "fair enough," and signed the contract (the "July Add-On Order Form").[37] Per the July Add-On Order Form's terms, Hopewell was to make a payment of [redacted] for

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[32] Compl. ¶¶ 34-35.

[33] *Id.* ¶¶ 36-38.

[34] *Id.* ¶¶ 39-44.

[35] D.I. 32 (hereinafter "Countercl.").

[36] Countercl. ¶ 4.

[37] *Id.* ¶ 4.

the first year, [redacted] for the second year, and [redacted] for the third year.[38] Hopewell paid its first-year invoice in January of 2025.[39]

In September of 2024, Hopewell signed an additional add-on order form (the "September Add-On Order Form") to purchase one additional Trading Partner Connector.[40] The September Add-On Order Form also set out three yearly payments.[41] Hopewell paid its first-year invoice the following month.[42] Together with the July Add-On Order Form, the Master Services Agreement, and the 2024-2027 Agreement, these documents will be referred to as the "Agreements."

Between April 23, 2025—the same month Hopewell completed its transition to a new software provider—and May 1, 2025, Boomi invoiced Hopewell for its obligations for the second year of the 2024-2027 Agreement.[43] Hopewell has not made any payment toward those invoices.[44]

The Master Services Agreement contains an acceleration clause requiring immediate payment of all amounts due and payable upon termination of the Master

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[38] Countercl. ¶ 5.

[39] *Id.*

[40] *Id.* ¶ 6.

[41] *Id.*

[42] *Id.*

[43] *Id.* ¶ 9.

[44] *Id.*

Services Agreement.[45] Boomi claims Hopewell terminated the Agreements by its material breach of contract for its failure to pay the invoiced amounts and by its repudiation of the Agreements by filing the instant action.[46] In addition, Boomi alleges Hopewell failed to follow the Master Services Agreement's dispute resolution process, which requires written notice and an attempt to negotiate in good faith "as a condition precedent to initiating litigation."[47]

Accordingly, Boomi brought five counterclaims. Counterclaim Count I seeks declaratory judgment that the Agreements constitute valid and binding contracts between the parties.[48] Counterclaim Count II is for anticipatory breach of contract, alleging that Hopewell indicated its intent to not comply with the Agreements.[49] Counterclaim Count III is for breach of contract, alleging that Hopewell breached the Master Services Agreement by failing to pay the invoices and for failing to comply with the Master Services Agreement's dispute resolution process.[50] Counterclaim Count IV alleges that under the doctrine of promissory estoppel, Boomi relied to its own detriment on Hopewell's promise to pay Boomi services for

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[45] Countercl. ¶ 12.

[46] *Id.*

[47] *Id.* ¶ 13.

[48] *Id.* ¶¶ 14-18.

[49] *Id.* ¶¶ 19-26.

[50] *Id.* ¶¶ 27-31.

the three year term, and that it induced this reliance by purchasing additional services that would run throughout the end of the 2024-2027 Agreement.[51] Finally, Counterclaim Count V seeks damages for unjust enrichment, alleging Hopewell was enriched by its use of Boomi's services that it used without payments.[52]

Boomi has moved to dismiss Hopewell's complaint, and Hopewell has moved to dismiss Counterclaim Counts IV and V (the "Quasi Contract Counterclaims"), with Hopewell's brief in support of its motion to dismiss also containing its answering brief in opposition to Boomi's motion to dismiss.[53] Similarly, Boomi's answering brief in opposition to Hopewell's motion to dismiss also contained its reply brief in further support of its motion to dismiss.[54] Hopewell filed its reply brief in further support of its motion to dismiss, at which point both motions were fully briefed.[55] This Court heard oral argument on the motions and reserved its decision, which it now issues.

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[51] *Id.* ¶¶ 33-36.

[52] *Id.* ¶¶ 37-39.

[53] D.I. 33 (hereinafter "Boomi Mot. Dismiss"); D.I. 39 (hereinafter "Hopewell Mot. Dismiss and Ans. Br.").

[54] D.I. 41 (hereinafter "Boomi Ans. Br. and Reply Br.").

[55] D.I. 42.

## III. STANDARD OF REVIEW

Upon a Rule 12(b)(6) motion, the Court: (i) accepts all well-pleaded factual allegations as true; (ii) credits even vague allegations if they give the opposing party notice of the claim; (iii) draws all reasonable inferences in favor of the non-movant; and (iv) denies dismissal if recovery on the claim is reasonably conceivable.[56] The Court does not, however, accept conclusory allegations unsupported by specific facts or draw unreasonable inferences in favor of the nonmovant.[57]

## IV. ANALYSIS

Boomi's motion to dismiss is denied, because Hopewell adequately pleads the elements of duress, and Boomi's argument that Hopewell ratified the 2024-2027 Agreement is premature. Hopewell's motion to dismiss the Quasi Contract Counterclaims is similarly denied, because Boomi's well-pled allegations are sufficient to support these claims, which it pleads in the alternative to its breach of contract claims.

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[56] *Cent. Mortg. Co. v. Morgan Stanley Mortg. Capital Hldg., LLC*, 27 A.3d 531, 535 (Del. 2011) (citing *Savor, Inc. v. FMR Corp.*, 812 A.2d 894, 896 (Del. 2002)).

[57] *Windsor I, LLC v. CWCapital Asset Mgmt. LLC*, 238 A.3d 863, 871 (Del. 2020) (citing *Deuley v. DynCorp Int'l, Inc.*, 8 A.3d 1156, 1160 (Del. 2010)).

### A. HOPEWELL ADEQUATELY STATES A CLAIM FOR DURESS.

While duress is an affirmative defense a party may raise, duress can also be an independent cause of action.[58] "[E]conomic duress exists where one is deprived of the free exercise of his will through wrongful threats or acts directed against a person's business interests."[59] To state a claim for duress, a party must plead "(1) a 'wrongful' act which (2) overcomes the will of the person (3) who has no adequate legal remedy to protect his interest."[60] However, "[p]arties are generally held to an agreement even though one may have taken advantage of another's adversity, as long as the contract has been shaped by prevailing market forces."[61]

#### 1. HOPEWELL ADEQUATELY PLEADS A WRONGFUL ACT.

Hopewell alleges Boomi committed a wrongful act by threatening to not renew unless Hopewell agreed to pay back fees for the prior contract period: the 2021-2024 Agreement.[62]

Delaware Courts have looked to the Restatement (Second) of Contracts to determine whether a threat is considered wrongful or "improper" for duress

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[58] *Maka v. Musial*, 2025 WL 1744936, at *5 (Del. Super. June 11, 2025).

[59] *Hanna Sys., Inc. v. Capano Grp., L.P.*, 1985 WL 21128, at *3 (Del. Ch. Nov. 29, 1985).

[60] *Way Road Dev. Co. v. Snavely,* 1992 WL 19969, at *3 (Del. Super. Jan. 31, 1992).

[61] *Edge of the Woods v. Wilmington Sav. Fund Soc'y, FSB*, 2001 WL 946521, at *6 (Del. Super. Aug. 16, 2001).

[62] Compl. ¶¶ 28-30, 40; Hopewell Mot. Dismiss and Ans. Br. 11-12.

analyses.[63] The Restatement places threats of wrongful acts into two classes.[64] The first class includes threats of crimes, torts, or criminal prosecution; threats to sue in bad faith; and threats to breach the duty of good faith and fair dealing.[65] The second class includes threats where "the resulting exchange is not on fair terms, and" the threatened act would harm the recipient and would not significantly benefit the party making the threat; the effectiveness of the threat leverages prior unfair dealing; or the threat uses leverage for "illegitimate ends."[66] The threat Hopewell identifies is of the second class.

The Court of Chancery has observed that for this second class of threats, "[t]he fairness of the deal itself becomes relevant . . . because the threat itself is not facially inappropriate or unlawful. Indeed, in those cases, the threat to exercise a right that the maker of the threat clearly holds is not typically, viewed in isolation, improper."[67]

Boomi and Hopewell were far from strangers when they began negotiating the 2024-2027 Agreement. Hopewell alleges that Boomi began providing it services in 2007, over 15 years before the 2024-2027 Agreement was executed.[68] During

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[63] *Cianci v. JEM Enter., Inc.*, 2000 WL 1234647, at *9 (Del. Ch. Aug. 22, 2000).

[64] Restatement (Second) of Contracts § 176 (1981).

[65] *Id.*

[66] *Id.*

[67] *Cianci*, 2000 WL 1234647, at *9.

[68] Compl. ¶ 3.

their long relationship, Hopewell alleges they engaged in contractual negotiations several times, citing to negotiations that led to successful renewals in 2020 and again in 2021.[69] In the runup to the 2020 renewal, Boomi informed Hopewell that it was using excessive connectors, and that it would be incorporating a "true up at renewal time in order to get Hopewell's fees more in line with [its] actual usage."[70] This led to an increase of Hopewell's annual subscription fees in the new renewal term—the 2020-2021 Agreement. Hopewell paid [redacted] for Boomi's services in 2020, up [redacted] from the [redacted] yearly payment Hopewell made in its prior agreement.[71] In the following renewal, Hopewell's going forward fees decreased slightly, with the company paying [redacted] per year in the 2021-2024 Agreement.[72]

One day before the expiration of the 2021-2024 Agreement, Boomi informed Hopewell that it needed to pay back fees in the amount of [redacted] after conducting a similar audit to the one it had conducted in the runup to the 2020 renewal.[73] This is despite the fact that the "number of connectors had not increased."[74] The back fees related to the prior contract—2021-2024 Agreement—

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[69] *Id.* ¶¶ 20-22.

[70] Compl. ¶ 19.

[71] *Id.* ¶¶ 20-21.

[72] *Id.* ¶ 22.

[73] *Id.* ¶¶ 25-27, 32. Boomi had previously claimed Hopewell owed it [redacted], and offered to accept [redacted] split over three yearly payments. *See* Compl. ¶ 27.

[74] *Id.* ¶ 26.

and were to be paid in addition to the annual subscription fee increase of [redacted] for Boomi's services in the first year of the 2024-2027 Agreement.[75]

The wrongful act Hopewell alleges is not that Boomi substantially increased its annual subscription fee. Rather, Hopewell alleges that Boomi demanded fees that were neither contracted for nor owed under the parties' prior agreement.[76] Although Boomi previously sought and obtained a true up, it never charged back fees for prior contractual periods. Instead, it consistently charged annual subscription fees up front for the upcoming renewal term.

As noted, when the alleged wrongful act falls into the second class of threats under the Restatement, the Court considers the fairness of the underlying deal.[77] Although mere hard bargaining is insufficient to constitute duress, extracting a financial concession to which one is not entitled may constitute duress.[78] At this stage, Hopewell successfully pleads that the deal was unfair because it is reasonably

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[75] *Id.* ¶ 32.

[76] *See* Compl. ¶ 40.

[77] In the context of the entire fairness inquiry, the Court of Chancery has noted that determining whether a business deal was fair is a fact-intensive inquiry. *See In re Loral Space & Commc'ns Inc.*, 2008 WL 4293781, at *22 (Del. Ch. Sept. 19, 2008). By way of analogy, the same is true here.

[78] *See Hanna Sys.*, 1985 WL 21128, at *3 (holding that a landlord's conduct amounted to economic duress where he exploited a tenant's predicament to extract a financial concession to which he had no legal entitlement and granting the tenant rescissory relief).

inferable that Boomi waited until the last minute to exploit Hopewell's vulnerable position days before the contract expired to extract a financial concession to which it was not entitled. That inference is reinforced by the parties' prior course of dealing: prior true ups were reflected through an increased annual subscription fee, not back fees. And the demanded back fees were vast compared to historical annual subscription fees. Indeed, the back fees Boomi demanded Hopewell pay dwarfed the annual subscription fee, with the former being over twelve times higher than the latter. Second, Hopewell adequately pleads that it would have suffered considerable harm if it did not come to terms with Boomi, because it required the software Boomi provided to conduct its business, which would be substantially disrupted without an agreement in place.[79]

Drawing all inferences in Hopewell's favor, it is reasonably conceivable that Boomi's threat not to renew the contract would not significantly benefit Boomi, because Boomi would have lost a longstanding customer.[80] Hopewell adequately pleads that Boomi used the renewal negotiation period to extract fees it was not owed—back fees in an amount that was many multiples over the new increased

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[79] Compl. ¶¶ 31, 42.

[80] *See Cianci*, 2000 WL 1234647, at *9 ("[I]f the terms are unfair and, for example, 'the threatened act would harm the recipient and would not significantly benefit the party making the threat,' the threat may also be improper." (quoting Restatement (Second) of Contracts § 176(2)(a)).

annual subscription fee—rather than to enforce a pre-existing right. Based on these allegations, it is reasonably conceivable that Boomi's threat was improper. Accordingly, Hopewell adequately pleads the existence of a wrongful act.

#### 2. Hopewell adequately pleads Boomi's threats overcame Hopewell's will.

"In order for the second element to be met, [the] wrongful act must have been of such a nature as to override the judgment and will of the other party."[81] "The test for determining whether the duress produced the assent is a subjective one that focuses on the state of mind of the victim of the duress."[82]

Boomi argues that even if its "desire to collect and [its] calculation of the overage amounts had been incorrect, seeking recovery of such amounts was not a wrongful act that would rise to the level of overcoming Hopewell's free will."[83] It cites to the fact that it did not threaten harm to Hopewell or threaten to terminate its services if Hopewell did not sign a renewal.[84] It also points to the sophistication of both parties, noting that Hopewell had been incorporated for 30 years and was "sophisticated enough to understand the nature of negotiations and to obtain counsel

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[81] *Patrick v. Ellis*, 2013 WL 5800908, at *5 (Del. Super. Oct. 18, 2013) (citation omitted).

[82] *Cianci*, 2000 WL 1234647, at *9 (quoting *Hanna Sys.*, 1985 WL 21128, at *3 (internal quotations omitted)).

[83] Boomi Mot. Dismiss 13.

[84] *Id.*

for such negotiations, particularly if it believed the vendor was using inappropriate techniques."[85]

Hopewell responds by pointing to its "near-immediate assent" to Boomi's threats, citing the Restatement (Second) of Contracts § 175, comment c, which notes that "the length of time that elapses between the making of the threat and the assent" is relevant in determining whether a threat induced assent.[86] It also points to its own communication which specifically mentioned that Hopewell was signing under duress, noting that it has no burden to actually *prove* duress at this stage, but rather to simply state a claim.[87] Finally, it notes that its status as a sophisticated party is not dispositive, citing to *Huntsman International v. Dow Chemical Co.*,[88] in which this Court found that a multinational corporation could be a victim of duress.

At this stage, the Court agrees with Hopewell. As noted, this element turns on Hopewell's subjective state of mind. A party's state of mind is a factual issue ill-suited for resolution at the pleadings stage.[89] Drawing all inferences in Hopewell's favor, as the Court must, Hopewell adequately pleads that Boomi's threats overcame

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[85] *Id.* 14.

[86] Hopewell Mot. Dismiss and Ans. Br. 14.

[87] *Id.* 15.

[88] 2018 WL 4896668 (Del. Super. Oct. 3, 2018).

[89] *See Work Cap., LLC v. AlphaOne Cap. P'rs LLC*, 2020 WL 3475887, at *4 (Del. Super. June 25, 2020) (noting that matters of intent present "factual question[s] . . . inappropriate for resolution on a Rule 12(b)(6) motion to dismiss").

its free will, because it pleads that it genuinely feared significant disruption and business risk if the contract was not renewed, and that it had no choice but to agree to the terms Boomi set forth.[90] Accordingly, it is reasonably conceivable that Boomi's threats overcame Hopewell's judgment and will.

### 3. HOPEWELL ADEQUATELY PLEADS IT HAD NO ADEQUATE LEGAL REMEDY TO PROTECT ITS INTEREST.

This element "focuses on whether the coercive conduct creates or takes advantage of an exigent circumstance such that the victim could not reasonably be expected to resist and seek legal relief to protect his interests."[91]

Boomi does not contest this element directly in its motion, though it does in its reply brief, noting that "Hopewell had 11 days from the time Boomi made its proposal to try to negotiate a lower price or a shorter term, to seek legal advice, or to elevate its negotiations with Boomi to a higher level, yet Hopewell apparently did nothing except clarify the amounts owed."[92] It cites to *Maka v. Musial*,[93] which concerned a man who entered into a payoff agreement relating to the sale of his interests in the company to a third party.[94] The man's business partner had told him

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[90] Compl. ¶¶ 31, 41.

[91] *Cianci*, 2000 WL 1234647, at *9.

[92] Boomi Ans. Br. and Reply Br. 9.

[93] 2025 WL 1744936 (Del. Super. June 11, 2025).

[94] *Id.* at *1-2.

"to sign the [payoff agreement] immediately, or else the third party would back out of the sale."[95] The man later sought to avoid the payoff agreement by bringing a claim for duress.[96] On a motion to dismiss, the Court found that the man failed to satisfy this element because he "had the means, time, and inclination to continue negotiations if he wished or to merely forego the deal."[97]

Boomi's argument on this element, raised for the first time in its reply brief, is waived.[98] But even if they were not waived, unlike the plaintiff in *Maka* who was facing the possibility of missing out on a deal, Hopewell was facing the prospects of substantial business disruption, and did not have the option to "merely forego the deal," as the *Maka* plaintiff did. Hopewell stated in its complaint it was engaged in conversation with Boomi until hours before its contract was set to expire and feared significant disruption to its business if no renewal was agreed to.[99]

Further, the time pressures were not self-inflicted. As alleged, Hopewell initiated renewal discussions months in advance. Boomi did not substantively

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[95] *Id.* at *5.

[96] *Id.* at *1-2.

[97] *Id.* at *6.

[98] *Zutrau v. Jansing*, 2013 WL 1092817, at *6 (Del. Ch. Mar. 18, 2013) ("The failure to raise a legal issue in an opening brief generally constitutes a waiver of the ability to raise that issue in connection with a matter under submission to the court.").

[99] Compl. ¶¶ 31, 41.

engage for an extended period.[100] When it did, it redirected Hopewell to an auditing team rather than advancing renewal terms, compressing the available window to negotiate and finalize an agreement.[101] When Boomi finally presented renewal terms, Hopewell faced an imminent risk of service disruption and had no reasonable alternative but to accept under protest. Accordingly, even if Boomi had not waived its arguments to the contrary, Hopewell adequately pleads that it had no adequate legal remedies to protect its interests.

#### 4. BOOMI'S RATIFICATION ARGUMENT IS PREMATURELY RAISED.

A contract is voidable at the option of the victim—and not void on its face—if it is agreed to under duress, meaning it can be ratified by either party and thereby making it enforceable.[102] "Ratification results if the party who executed the contract under duress accepts the benefits flowing from it or remains silent or acquiesces in the contract for any considerable length of time after opportunity is afforded to annul or void it."[103] The question is whether the party claiming duress acted reasonably.[104]

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[100] Compl. ¶¶ 24-25.

[101] *Id.* ¶ 24.

[102] *Cianci*, 2000 WL 1234647, at *12.

[103] *Id.*

[104] *Id.*

Boomi insists that even if the Court finds that Hopewell adequately pleads duress, it ratified the 2024-2027 Agreement by failing to repudiate the contract by using Boomi's services—and purchasing additional services through the July and September Add-On Order Forms—for over a year after it was signed.[105] It contends that the only action Hopewell took to repudiate the Agreements was its filing of this action more than a year after signing the 2024-2027 Agreement.[106]

But Boomi's argument is raised prematurely, because ratification is an affirmative defense. Plaintiffs are generally not required to anticipate or plead around affirmative defenses in their complaint.[107] Further, "[b]ecause the Court generally is limited to the facts appearing on the face of the pleadings in ruling on a motion to dismiss, affirmative defenses . . . are not ordinarily well-suited for disposition on such a motion. Thus, unless it is clear from the face of the complaint that an affirmative defense exists and that the plaintiff can prove no set of facts to avoid it, dismissal of the complaint based upon an affirmative defense is inappropriate."[108] Here, it is not clear from the face of the complaint that Hopewell

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[105] Boomi Mot. Dismiss 15.

[106] *Id.* 16.

[107] *See McNair v. Taylor*, 2007 WL 1218681, at *1 n.3 (Del. Super. March 30, 2007).

[108] *Stephen G. Perlman, Rearden LLC v. Vox Media, Inc.*, 2015 WL 5724838, at *12 (Del. Ch. Sept. 30, 2015).

ratified the 2024-2027Agreement. Indeed, the two Add-On Order Forms that Boomi contends ratified the 2024-2027 Agreement are not mentioned in the complaint.[109]

Accordingly, drawing all inferences in Hopewell's favor, the Court denies Boomi's motion to dismiss.

### B. Boomi adequately states a claim for unjust enrichment.

Unjust enrichment is "the unjust retention of a benefit to the loss of another, or the retention of money or property of another against the fundamental principles of justice or equity and good conscience."[110] When brought as a legal claim, the elements of unjust enrichment are: (1) an enrichment, (2) an impoverishment, (3) a relation between the enrichment and impoverishment, and (4) the absence of justification.[111] In evaluating an unjust enrichment claim, Delaware courts conduct a threshold inquiry to determine whether a contract already governs the parties'

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[109] *See generally* Compl.

[110] *Fleer Corp. v. Topps Chewing Gum, Inc.,* 539 A.2d 1060, 1062 (Del. 1988).

[111] *State ex rel. Jennings v. Monsanto Co.*, 299 A.3d 372, 390 (Del. 2023). While "the absence of a remedy provided by law" is frequently cited as an element of unjust enrichment, the Supreme Court recently clarified in *State ex rel. Jennings* that "[t]he absence of an adequate remedy at law is required only if an unjust enrichment claim is brought in the Court of Chancery and there is no other independent basis for equitable jurisdiction." *Id.* The Superior Court has since applied the above four element version of unjust enrichment. *See Matrix Parent, Inc. v. Audax Mgmt. Co., LLC*, 319 A.3d 909, 945 (Del. Super. 2024).

relationship.[112] If a contract comprehensively governs the parties' relationship, then it alone must provide the measure of the parties' rights and any unjust enrichment claim will be denied.[113] "If the validity of the agreement is challenged, however, claims of unjust enrichment may survive a motion to dismiss."[114] Here, Hopewell questions the validity of the 2024-2027 Agreement; therefore, Boomi's unjust enrichment claim survives in the alternative.

Hopewell argues that Boomi failed to state a claim because it failed to provide more than a generalized allegation that Hopewell was enriched by its use of Boomi's services without payment.[115] Yet, the unjust enrichment counterclaim adequately alleges an enrichment, an impoverishment, and a relation between the two. The counterclaim states that Hopewell used Boomi's services for over a year after signing the 2024-2027 Agreement (despite paying for only one year) and that it also used excess services without payment before that, to Boomi's detriment.[116] Boomi's services (which—drawing all inferences in Boomi's favor—must have been provided with Boomi expending at least some resources, constituting an

[112] *Great Hill Equity Partners IV, LP v. SIG Growth Equity Fund I, LLLP*, 2014 WL 6703980, at 827 (Del. Ch. Nov. 26, 2014) (citations omitted).

[113] *Id*.

[114] *Id*.

[115] Hopewell Mot. Dismiss and Ans. Br. 21.

[116] Countercl. ¶¶ 1, 8-9; Boomi Ans. and Reply Br. 18.

impoverishment to Boomi) were an enrichment to Hopewell that it provided without payment. Accordingly, Boomi has stated a claim for unjust enrichment.

### C. BOOMI ADEQUATELY STATES A CLAIM FOR PROMISSORY ESTOPPEL.

"A claim for promissory estoppel requires factual allegations that: (1) a promise was made; (2) it was the reasonable expectation of the promisor to induce action or forbearance on the part of the promisee; (3) the promisee reasonably relied on the promise and took action to his detriment; and (4) such promise is binding because injustice can be avoided only by enforcement of the promise."[117]

Boomi adequately pleads all elements of promissory estoppel. It alleged (1) that a promise was made through Hopewell's assent to the 2024-2027 Agreement;[118] (2) that it was the reasonable expectation of Hopewell to induce action on the part of Boomi, as evidenced by Boomi providing services to Hopewell, which Hopewell used and made further requests for Add-Ons;[119] (3) that Boomi reasonably relied on the promise and took action to its detriment by providing services;[120] and (4) that injustice would be avoided only by enforcement of the promise, because Hopewell will not pay for the services Boomi provided to it unless the promise is enforced in

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[117] *Grunstein v. Silva*, 2009 WL 4698541, at *7 (Del. Ch. Dec. 8, 2009).

[118] Countercl. ¶ 1.

[119] *Id.* ¶¶ 4, 8.

[120] *Id.* ¶¶ 8, 34.

this action.[121] Accordingly, the Court denies Hopewell's motion to dismiss Boomi's promissory estoppel counterclaim.

## V. CONCLUSION

For the above reasons, the Court **DENIES** Boomi's motion to dismiss Hopewell's complaint and **DENIES** Hopewell's partial motion to dismiss Boomi's Quasi Contract Counterclaims.

**IT IS SO ORDERED.**

/s/ *Patricia A. Winston*
**Patricia A. Winston, Judge**

[121] *Id.* ¶¶ 9, 12, 36.