COURT OF CHANCERY
OF THE
STATE OF DELAWARE

KATHALEEN ST. JUDE MCCORMICK
CHANCELLOR

LEONARD L. WILLIAMS JUSTICE CENTER
500 N. KING STREET, SUITE 11400
WILMINGTON, DELAWARE 19801-3734

Date Submitted: September 28, 2026
Date Decided: November 20, 2026

Eric A. Veres
Elizabeth Wang
ABRAMS & BAYLISS LLP
20 Montchanin Road, Suite 200
Wilmington, DE 19807

Rudolf Koch
Travis S. Hunter
Zachary R. Greer
RICHARDS, LAYTON & FINGER, P.A.
920 N. King St.
Wilmington, DE 19801

Re: *Corcept Therapeutics Inc. v. Optime Care, Inc., et al.*,
C.A. No. 2025-1249-KSJM

Dear Counsel:

The defendants have moved to dismiss the complaint under Court of Chancery Rules 12(b)(1), 12(b)(2), 12(b)(5), and 12(b)(6). Defendants' Rule 12(b)(1) motion is granted in full without prejudice. The action is transferred to Superior Court pursuant to 10 *Del. C.* § 1902.

Defendant Optime Care, Inc. provided specialty pharmacy services for Plaintiff Corcept Therapeutics Inc. For about seven years, the parties worked together pursuant to their Distribution Services Agreement. Then, as the parties' business relationship deteriorated, Corcept notified Optime that it would seek an additional specialty pharmacy partner, as permitted by the parties' agreement. Optime then purported to terminate the agreement. Corcept filed suit seeking specific performance of Optime's obligations to support the transition to a successor pharmacy, as well as damages for breach of contract and tortious interference.

Optime, however, has already performed its transition obligations, as Corcept acknowledges. Accordingly, Corcept no longer has a viable basis for equitable relief. Its remaining claims seek primarily money damages and therefore belong in a court of law. Defendants' motion to dismiss under Rule 12(b)(1) is granted. As a result, I do not reach Defendants' motions to dismiss under Rules 12(b)(2), 12(b)(5), or 12(b)(6).

I. FACTUAL BACKGROUND

The facts are drawn from the Verified Complaint and its Exhibit A, Amendment No. 3 to Distribution Services Agreement (the "Agreement").[1]

Corcept is a biopharmaceutical company that develops Korlym, a drug that treats a rare endocrine disorder that causes an average life expectancy of five years if left untreated. Corcept distributes Korlym through specialty pharmacies trained to help patients navigate complex drug interactions and insurance issues.

Optime was one of those specialty pharmacies. On August 4, 2017, Corcept and Optime entered the original Agreement, which they amended in 2022 and 2024. The parties initially agreed that Optime would be the sole specialty pharmacy for Korlym. But Section 18.5 of the Agreement granted Corcept the unilateral right to modify that exclusive arrangement and engage additional specialty pharmacies.

Section 15.1 also granted Corcept an unconditional right to terminate the Agreement "with or without cause upon ninety (90) days prior written notice to

[1] C.A. No. 2025-1249-KSJM, Docket ("Dkt.") 1 ("Compl.").

Optime."[2] Separately, Section 15.2 establishes a 30-day cure period before either party may terminate for material breach, with several obligations that become effective at termination outlined in Section 15.5.

By 2024, patient demand for Korlym had increased significantly. Optime struggled to keep up with that increase, lacking the staffing and operational capacity to accommodate such growth. Corcept raised concerns with Optime and its parent company, Defendant AscellaHealth, LLC. Although Defendants acknowledged Corcept's concerns, the problems continued into 2025.

On June 17, 2025, Corcept exercised its unilateral right to render the Agreement non-exclusive. Pursuant to Section 18.5, Corcept sent written notice to Optime that it intended to engage additional specialty pharmacies to distribute Korlym, effective 90 days later, on September 15, 2025. Corcept did not terminate the Agreement. The next day, AscellaHealth acknowledged Corcept's rights under Section 18.5 but asked to discuss, in hopes of changing Corcept's mind.

Discussions were not fruitful. On September 15, 2025, the effective date of Corcept's non-exclusivity notice, Optime purported to terminate the Agreement for breach, effective October 1, 2025. Optime asserted that Corcept had violated the Agreement's non-disparagement provisions by referencing specialty pharmacy operational challenges on several earnings calls.

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[2] *Id.*, Ex. A.

The parties again tried to negotiate a resolution. About a week later, the parties agreed that Optime would not terminate the Agreement until they developed a transition plan for patients to continue receiving their medication.

While Corcept thought the parties were working out the details of that plan, on October 9, 2025, Defendants changed course. Optime issued a press release announcing its purported termination of the Agreement. The next day, Corcept sent Optime a letter exercising its unconditional right to terminate the Agreement pursuant to Section 15.1, effective January 8, 2026.

Corcept filed this action against Optime, AscellaHealth, and AscellaHealth executives Bill Oldham and Dea Belazi on October 30, 2025. The Complaint asserts nine counts: Counts I through VI for breach of contract against Optime; Count VII for specific performance against Optime; Count VIII for tortious interference against AscellaHealth, Oldham, and Belazi; and Count IX for declaratory judgment.

Corcept sought expedition on its specific performance claim. That Count asks the court to "compel[] Optime to immediately begin cooperating fully in the transition" to a successor specialty pharmacy "and to perform all transition obligations through and after January 8, 2026."[3] I heard oral argument on Corcept's motion to expedite on November 12, 2025. The parties then stipulated to a transition plan, resolving that motion. On November 23, 2025, Corcept filed an emergency

[3] *Id.* ¶ 239.

motion to enforce and modify the stipulated transition plan. After oral argument, the parties resolved that motion through a meet and confer.

Defendants moved to dismiss the Complaint on November 20, 2025. The parties completed briefing on March 10, 2026, and I heard oral argument on September 28, 2026.[4]

II. LEGAL ANALYSIS

All defendants have moved to dismiss the Complaint under Rule 12(b)(1) for lack of subject matter jurisdiction. Oldham and Belazi have moved to dismiss the Complaint under Rule 12(b)(2) for lack of personal jurisdiction and Rule 12(b)(5) for improper service. And AscellaHealth, Oldham, and Belazi have moved to dismiss Counts VIII and IX under Rule 12(b)(6) for failure to state a claim. This decision reaches only Defendants' Rule 12(b)(1) motion.

The Court of Chancery has limited jurisdiction.[5] This court has subject matter jurisdiction where a plaintiff states an equitable claim, where a plaintiff seeks equitable relief in the absence of an adequate remedy at law, or where the General Assembly has vested this court with jurisdiction by statute.[6] The plaintiff bears the

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[4] Dkts. 43, 46 ("Pl.'s Answering Br."), 48.

[5] *See El Paso Nat. Gas Co. v. TransAmerican Nat. Gas Corp.*, 669 A.2d 36, 39 (Del. 1995) ("The Delaware Court of Chancery is a court[] of equity. It has only that limited jurisdiction that the Court of Chancery in England possessed at the time of the American Revolution, or such jurisdiction as has been conferred upon it by the Delaware General Assembly.").

[6] *Mock v. Div. of State Police, Dep't of Safety & Homeland Sec.*, 2022 WL 1744439, at *5 (Del. Ch. May 31, 2022).

burden of establishing the court's subject matter jurisdiction.[7] Once subject matter jurisdiction is established as to a portion of a complaint, the court may assert jurisdiction over the other aspects of the complaint under the "clean-up doctrine."[8]

Under the clean-up doctrine, "the court may also exercise ancillary jurisdiction over purely legal causes of action that are 'part of the same controversy over which the Court originally had subject matter jurisdiction in order to avoid piecemeal litigation.'"[9] If a plaintiff has adequately pled a basis for subject matter jurisdiction, then the court applies a multi-factor analysis to determine whether to assert ancillary jurisdiction.[10]

Corcept originally pled a basis for equitable jurisdiction. When Corcept filed this action, Optime had yet to transition patient prescriptions and was refusing to coordinate with Corcept to finalize a transition plan.[11] Corcept thus sought specific performance in Count VII to compel Optime to cooperate in the transition.[12] The claim gave rise to subject matter jurisdiction, but it required minimal judicial

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[7] *See, e.g.*, *Hall v. Coupe*, 2016 WL 3094406, at *2 (Del. Ch. May 25, 2016); *Morgan v. Carpenter*, 2014 WL 7192476, at *3 (Del. Ch. Dec. 18, 2014); *Pitts v. City of Wilm.*, 2009 WL 1204492, at *5 (Del. Ch. Apr. 27, 2009).

[8] *See, e.g.*, *Organovo Hldgs., Inc. v. Dimitrov*, 162 A.3d 102, 113 (Del. Ch. 2017); *Kraft v. WisdomTree Invs., Inc.*, 145 A.3d 969, 974 (Del. Ch. 2016).

[9] *Rodriguez v. Great Am. Ins. Co.*, 2021 WL 4892216, at *3 (Del. Ch. Oct. 20, 2021) (quoting *Kraft*, 145 A.3d at 974).

[10] *Acierno v. Goldstein*, 2004 WL 1488673, at *5 (Del. Ch. June 25, 2004) (citing *Clark v. Teeven Hldg. Co.*, 625 A.2d 869, 882 (Del. Ch. 1992)).

[11] Compl. ¶¶ 157, 237, 239.

[12] *Id.* ¶ 239.

involvement before Defendants agreed to complete the transition plan. The Agreement terminated on January 8, 2026.[13] On February 5, 2026, Optime sent its last patient prescriptions to Corcept's designated successor pharmacy, and the transition plan terminated.[14] Corcept acknowledges that the transition is complete and identifies nothing left for this court to compel Optime to do.[15] Count VII is thus long moot.

Because Corcept's sole basis for subject matter jurisdiction is moot and Corcept's remaining claims are purely legal in nature, Defendants argue that this court should not exercise subject matter jurisdiction over Corcept's other claims under the clean-up doctrine.

Corcept argues that they might need to petition for equitable relief in the future. The Agreement provides for continuing obligations that survive termination. For example, it imposes "data security restrictions on prescribing and dispensing data," among other continuing obligations in Sections 8 through 11.[16] Corcept worries that those obligations "could give rise to a need for specific performance in the

[13] *Id.* ¶ 25.

[14] Pl.'s Answering Br. at 24; Dkt. 27 ¶ 4.

[15] Dkt. 58 at 26:7–13.

[16] *Id.* at 27:21–28:5.

lifespan of this case."[17] And according to Corcept, Optime has cooperated thus far in the transition only because of this court's involvement.[18]

But there is no claim for specific performance of these provisions pending, nor reason to file one. And I am not convinced that the possibility of a future claim for specific performance warrants application of the clean-up doctrine in these circumstances.

This court applies several factors in determining whether to apply that doctrine, including

> whether retention of the claims will: 1) resolve a factual issue which must be determined in the proceedings; 2) avoid a multiplicity of suits; 3) promote judicial efficiency; 4) do full justice; 5) avoid great expense; 6) afford complete relief in one action; or 7) overcome insufficient modes of procedure at law.[19]

"The Court's decision to retain jurisdiction under the clean-up doctrine is committed to the Court's discretion."[20]

This court is "more reluctant to exercise discretionary jurisdiction over legal claims after the equitable claims have been resolved or have become moot, especially

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[17] *Id.*

[18] *Id.* at 26:7–13.

[19] *Acierno*, 2004 WL 1488673, at *5 (citing *Clark*, 625 A.2d at 882).

[20] *A & H Metals, Inc. v. Del. Dep't of Lab.*, 2009 WL 1451889, at *2 (Del. Ch. May 21, 2009).

when those claims are resolved at an early stage."[21] "In addition, this Court has repeatedly declined to exercise clean-up jurisdiction when doing so would not enhance efficiency or fairness."[22]

That is the case here. Corcept's lone equitable claim was mooted even before Defendants fully briefed their motion to dismiss. Although Corcept argues that the court heard argument from the parties twice before the motion to dismiss, the parties resolved both of those issues themselves out of court. My involvement in this case to date has not been significant enough to warrant retaining jurisdiction over solely legal claims. It will not promote judicial efficiency for this court to retain this case. Corcept does not argue that transfer to Superior Court would impose great expense, and its concerns that transfer would hinder full justice and complete relief are, again, hypothetical.

Corcept asserts that the court should retain jurisdiction as it did in *FirstString* and *Hecate*.[23] But those cases are different from this one.

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[21] *Rizzo ex rel. JJ&B, LLC v. Joseph Rizzo & Sons Constr. Co.*, 2007 WL 1114079, at *2 (Del. Ch. Apr. 10, 2007).

[22] *Red Cat Hldgs., Inc. v. Autonodyne LLC*, 2024 WL 1120365, at *2 (Del. Ch. Mar. 14, 2024) (first citing *Nichols v. Lewis*, 2007 WL 1584622, at *1 (Del. Ch. May 24, 2007); and then citing *Midland Food Servs. v. Castle Hills Hldgs.*, 1999 WL 669324, at *3 (Del. Ch. Aug. 10, 1999), *aff'd sub nom. Midland Food Servs., LLC v. Castle Hill Hldgs. V, LL*, 782 A.2d 265 (Del. 2001)).

[23] Pl.'s Answering Br. at 34 (citing *FirstString Rsch., Inc. v. JSS Med. Rsch. Inc.*, 2021 WL 2182829 (Del. Ch. May 28, 2021)); Dkt. 54 (citing as supplemental authority *NEC Fund VI HE Lender, LLC v. Hecate Hldgs. LLC*, 2026 WL 527007 (Del. Ch. Feb. 25, 2026)).

In *FirstString*, the plaintiff's specific performance claim was live when I considered the defendant's motion to dismiss.[24] The defendant had not fulfilled its contractual obligations.[25] It was, therefore, more efficient for this court to retain jurisdiction over the plaintiff's legal claims alongside its equitable one.

In *Hecate*, the plaintiff sought a temporary restraining order at the outset of litigation, which prompted the parties to stipulate to a status quo order.[26] When I considered the defendant's motion to dismiss, it was still subject to that stipulated injunction against transferring the funds at issue.[27] That ongoing obligation provided a basis for equitable jurisdiction.[28]

Here, in contrast, Optime already has fulfilled its contractual obligations, and its obligations under the stipulated transition plan, to support the transition to a successor pharmacy. Optime has completed the conduct Corcept asked me to compel. There is no longer a basis for equitable jurisdiction, and I decline to exercise discretion to retain jurisdiction over Corcept's remaining legal claims under the clean-up doctrine.

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[24] 2021 WL 2182829, at *5.

[25] *Id.*

[26] 2026 WL 527007, at *9.

[27] *Id.*

[28] *Id.*

III. CONCLUSION

Defendants' motion to dismiss under Rule 12(b)(1) is granted in full without prejudice. Accordingly:

1. The Action is hereby transferred to the Superior Court for further proceedings in accordance with 10 *Del. C.* § 1902.

2. To press its claims, Plaintiff must file a complaint and a certified copy of this Action's docket in the Superior Court within 60 days.

3. Plaintiff must discharge all costs incurred in the Court of Chancery and make any deposits for costs in the Superior Court.

IT IS SO ORDERED.

Sincerely,

/s/ Kathaleen St. J. McCormick

Chancellor

cc: All counsel of record (by *File & ServeXpress*)