

NOTE: This disposition is nonprecedential.

**United States Court of Appeals
for the Federal Circuit**

TRUINJECT CORP.,
Plaintiff-Appellant

v.

**GALDERMA S.A., GALDERMA LABORATORIES,
L.P., JOHN ROGERS, STUART RAETZMAN, SCOTT
MCCREA, ALISA LASK, TIPHANY LOPEZ, NESTLE
SKIN HEALTH, INC., SHDS, INC.,**
Defendants-Appellees

2025-1268

Appeal from the United States District Court for the
District of Delaware in No. 1:19-cv-00592-GBW, Judge
Gregory Brian Williams.

Decided: October 1, 2026

DAVID CHARLES FREDERICK, Kellogg, Hansen, Todd, Fi-
gel & Frederick, PLLC, Washington, DC, argued for plain-
tiff-appellant. Also represented by GREGORY G. RAPAWY,
DEREK REINBOLD.

CHASE A. COBERN, Munck Wilson Mandala, LLP, Dallas, TX, argued for defendants-appellees. Also represented by ALEXANDER JABLONSKI, MICHAEL CRAIG WILSON.

Before MOORE, *Chief Judge*, PROST and TARANTO, *Circuit Judges*.

TARANTO, *Circuit Judge*.

Truinject Corporation (Truinject) was founded not long before the events at issue here to develop a training system for aestheticians to practice dermal injections. The system, which Truinject called “Kate,” was envisioned to include an injectable mannequin head with lifelike skin as well as a syringe with fiber-optic functionality for tracking real-time needle depth, insertion angle, and position for display on a screen. Truinject was interested in exploring business relationships with firms such as those selling dermal injectables, and late in 2014, to explore such possibilities, Truinject entered into a three-month exclusive negotiation agreement with Galderma S.A. (Galderma), as well as a confidentiality agreement, while canceling an imminent meeting with Galderma’s rival, Allergan, the previous employer of Truinject’s principal founder. Ultimately, Truinject did not partner with Galderma or, as relevant here, with Allergan. Truinject sued Galderma and others in 2018, launching a case soon transferred to the District of Delaware. (For simplicity we refer only to Galderma, with no separate mention of the other defendants-appellees.) Besides patent infringement (which is no longer at issue), Truinject alleged tortious interference with prospective contractual relations, breach of contract, and trade secret misappropriation by Galderma.

The district court dismissed the tortious-interference claims on the pleadings. *Truinject Corporation v. Galderma S.A., et al.*, No. 19-cv-592-LPS-JLH, 2020 WL

5095448, at *6–7 (D. Del. Aug. 28, 2020); *Truinject v. Galderma S.A.*, No. 1:19-cv-00592-GBW, 2020 WL 6817088, at *2 (D. Del. Nov. 20, 2020) (adopting the Report and Recommendation). After discovery, the court granted summary judgment for Galderma on various claims and issues. Among the rulings was the court’s grant of summary judgment of no damages: The court concluded that the evidence did not permit a finding that Galderma caused the damages requested by Truinject (for loss of a potential business deal with Allergan). *Truinject Corp. v Galderma S.A.*, 694 F. Supp. 3d 491, 499–502 (D. Del. 2023). The district court also granted Galderma summary judgment of no misappropriation of trade secrets, *id.* at 502–04, and no breach of either the exclusive-negotiation or confidentiality contract, *Truinject Corp. v. Galderma S.A., et. al.*, No. 19-592-GBW, 2024 WL 4333115, at *4–6 (D. Del. Sept. 13, 2024). Having also ruled for Galderma on all remaining claims (including patent infringement), the court entered final judgment for Galderma. Truinject appeals. We now affirm.

I

A

We recite background facts that are either undisputed, or advanced or admitted by Truinject, in connection with the dismissal or summary-judgment motions granted in the rulings in dispute on appeal.

Truinject intended its Kate system it was developing to improve the safety of injectables such as dermal fillers and neurotoxins through better training of persons who administer them. In early 2014, Galderma, which markets such injectables, reached out to Truinject to explore partnership options for Kate. To advance their discussions, the firms entered into two agreements: the November 5, 2014 Exclusive Negotiation Agreement (ENA) and the October 23, 2014 Confidential Disclosure Agreement (CDA). The ENA required the parties to “engage in good faith negotiations” and prohibited Truinject from pursuing partnerships with

other companies during a 90-day “[e]xclusivity [p]eriod” starting November 5, 2014 (ending early February 2015). J.A. 831–32. At the same time, Galderma paid Truinject \$75,000 and agreed to (a) a confidential-information restriction lasting three years past the exclusivity period and (b) certain restrictions, for nine months from November 5, 2014 (ending early August 2015), on activities of its own (*i.e.*, without participation by Truinject) geared to marketing “any product or system that is substantially similar in functionality as the Tru[i]nject System.” *Id.* The CDA prohibited disclosure of confidential information and its use other than for a Galderma-Truinject business relationship, and it provided that the confidentiality obligations lasted several years. J.A. 827. Discussions between Galderma and Truinject ended in January 2015 without a deal.

Before entering the ENA and CDA with Galderma, Truinject had met with Allergan, the former employer of Truinject’s principal founder, a couple of times to try to secure an investment. J.A. 947–48 ¶¶ 11, 16; J.A. 5804 ¶¶ 11, 16. Truinject and Allergan had a third meeting scheduled for November 7, 2014, but Truinject canceled it to comply with the November 5, 2014 ENA with Galderma. J.A. 950 ¶ 35, 5806 ¶ 35. The Allergan representative testified in his deposition that his “objective” for the scheduled November 7, 2014 meeting had been “to offer Truinject a \$100 million up-front payment” for an exclusive deal. J.A. 2098 (198:6–11). But Allergan had not conducted formal due diligence, which would have been a precondition to any deal. J.A. 948–49 ¶¶ 23–24, 26, 5805 ¶¶ 23–24, 26.

Truinject identified three occasions—on December 15, 2014; June 11, 2015; and December 11, 2015—on which Galderma assertedly violated either the ENA or the CDA by sharing information with third parties to try to create its own version of Kate. J.A. 5710. Truinject added: “Galderma’s conduct during the exclusivity period was designed to prevent Truinject from meeting with competitors while simultaneously engaging in efforts to develop a competing

product by meeting with third party vendors while bound by the provisions of the ENA and CDA[].” J.A. 5807 ¶ 45. Truinject specifically asserted that Galderma disparaged Truinject to other industry players at meetings and conferences. J.A. 461 ¶ 575.

After the ENA’s 90-day exclusivity period expired in February 2015, Allergan repeatedly passed on a deal with Truinject. J.A. 950 ¶ 41, 5807 ¶ 41. Truinject’s sole damages evidence concerned the alleged loss of a potential deal with Allergan: Galderma asserted in summary-judgment proceedings that “[a]part from the Allergan Theory, Truinject has presented no evidence or calculation of any other form of damages relating to any of its claims,” J.A. 951 ¶ 46, and Truinject stated that the assertion was “[n]ot disputed,” J.A. 5807 ¶ 46. Truinject also deemed undisputed the statements that “Truinject canceled its Scheduled [November 7, 2014] Allergan Meeting as a result of its entry of the ENA, not any alleged breach of the ENA”; “[t]here is no evidence that Truinject lost a business opportunity with Allergan in November 2014 due to any alleged breach of contract by Defendants”; and “Allergan was not aware of any alleged contractual breaches by Defendants at any time in 2014–2016.” J.A. 950 ¶¶ 35, 37, 38 (Galderma assertions), 5806 ¶¶ 35, 37, 38 (Truinject stating “Not disputed”).

In the spring of 2016, Galderma met with Truinject again, but no deal emerged. *See* J.A. 835–37, 4089. In the district court, the parties agreed that no one had yet offered to buy, license, or acquire Truinject’s technology or intellectual property. J.A. 946 ¶ 3, 5803 ¶ 3.

B

Truinject sued Galderma in October 2018—a case transferred to Delaware in March 2019—presenting nineteen counts of alleged wrong on various theories. Complaint, Dkt. No. 1, *Truinject v. Galderma S.A.*, No. 1:19-cv-00592 (D. Del. Oct. 12, 2018). It filed the operative complaint—the Second Amended Complaint (complaint)—on

April 30, 2020. J.A. 112, 311–480. It alleged, among other things, patent infringement, tortious interference with prospective contractual relations (hereafter, tortious interference), breach of contract, and trade-secret misappropriation. J.A. 432–72.

On November 20, 2020, the district court adopted the magistrate judge’s report and recommendation to grant Galderma’s motion to dismiss the tortious-interference claim on the pleadings, and it dismissed that claim without prejudice to Truinject’s amending the complaint by December 11, 2020. *Truinject*, 2020 WL 6817088, at *2. In the report adopted by the district court, the magistrate judge addressed Truinject’s assertion that Galderma waged a “disinformation campaign” against it that caused Allergan and other companies to lose interest in striking a deal. *Truinject*, 2020 WL 5095448, at *3. The magistrate judge and district court concluded, however, that Truinject had not plausibly alleged a “valid business expectancy” of prospective contractual relations and also had not plausibly alleged the “intentional interference” element of the tortious-interference tort. *Id.* at *6–7; *Truinject*, 2020 WL 6817088, at *2. Truinject never amended its tortious-interference claim.¹

On September 26, 2023, with tortious interference out of the case, the district court granted Galderma summary judgment on much of the remaining Truinject case. *Truinject*, 694 F. Supp. 3d at 491–511. For example, the court granted summary judgment of no damages. *Id.* at 499–502.

¹ In the spring of 2021, Truinject sought leave to file a third amended complaint—a motion partly denied and partly granted—but the proposed complaint (which Truinject never filed) did not include a tortious-interference claim. *Truinject Corp. v. Galderma, S.A.*, C.A. No. 19-592-LPS-JLH, C.A. No. 20-1675-LPS-JLH, 2021 WL 4355570, at *1 (D. Del. Sept. 24, 2021); *id.* at Ex. 1.

The sole theory of damages that Truinject pursued was the “Allergan Theory.” J.A. 951 ¶¶ 44, 46; J.A. 5807 ¶¶ 44, 46. Truinject’s “Allergan Theory” of damages was based on “payments Truinject would have expected from a business relationship with Allergan” that “would have been consummated in 2015” with a letter of intent in late 2014 “but for alleged breaches of contract by Defendants.” J.A. 951 ¶ 44, 5807 ¶ 44. Noting Truinject’s tracing of the alleged loss of an Allergan deal to the cancellation of the meeting scheduled for November 7, 2014—immediately upon *entry into* the contracts—the district court concluded that the evidence would not reasonably permit a finding of the needed causal link between the damages sought and the alleged *breaches* of the contracts, which consisted of disclosures beginning December 2014—after the meeting cancellation had already occurred. *See Truinject*, 694 F. Supp. 3d at 499–501. Because the breach of contract could not be a cause of its already-incurred injury, Truinject could not show damages—on the only theory of damages it presented. *Id.* at 500–01.

The court also considered whether damages could arise from the alleged reputational harm that Truinject suffered after it entered into the ENA with Galderma. *Id.* at 501–02. For instance, a former Allergan employee testified that he was less interested in Truinject because Galderma had a reputation for stealing the technology of other groups. *Id.* at 501. But since Allergan had no knowledge of the specific breaches alleged here, the court held that Galderma’s alleged breaches could not have been a cause of this reputational harm. *Id.* at 501–02. In other words, since the reputational harm Truinject suffered by being associated with Galderma would have occurred whether or not Galderma had actually misappropriated trade secrets or breached the contracts in this specific instance, the causation requirement was not met. *Id.*

In the same opinion, the district court granted summary judgment of no trade-secret misappropriation, *id.* at

502–04, of no patent infringement, *id.* at 504–06, 509–11, and of no trade-dress infringement, *id.* at 506–09.

Finally, on September 13, 2024, the district court granted summary judgment on the remaining claims. *Truinject*, 2024 WL 4333115, at *1–9. In particular, the court granted summary judgment of no breach of either the ENA or CDA on several grounds, one of which was lack of evidence of the only damages properly sought (as already adjudicated), with the court rejecting Truinject’s attempt to reformulate its damages theory and its request for nominal damages. *Id.* at *4–7; *see also id.* at *7–9 (granting summary judgment of other claims). The court entered final judgment on November 6, 2024.

This timely appeal followed. We have jurisdiction under 28 U.S.C. § 1295(a) because patent-infringement claims were raised and adjudicated in district court, though they are not at issue on appeal.

II

We decide the issues in this case that are not unique to patent law under the law of the Third Circuit. *Beteiro, LLC v. DraftKings, Inc.*, 104 F.4th 1350, 1354–55 (Fed. Cir. 2024). We will use the de novo standard in reviewing the dismissal on the pleadings that is before us. *Endo Pharmaceuticals Inc. v. Teva Pharmaceuticals USA, Inc.*, 919 F.3d 1347, 1352 (Fed. Cir. 2019) (citing *Ballentine v. United States*, 486 F.3d 806, 808 (3d Cir. 2007)). Galderma urges that we use the very deferential plain-error standard to review that dismissal on the pleadings, citing Truinject’s failure to seek review by the district court of the magistrate judge’s dismissal recommendation, *see* Galderma Response Br. at 51–52 (citing *EEOC v. City of Long Branch*, 866 F.3d 93, 100 (3d Cir. 2017)), but we need not address that request because we affirm the dismissal even using the de novo standard. We also use the de novo standard in reviewing the grants of summary judgment before us. *See Acceleration Bay LLC v. 2K Sports, Inc.*, 15 F.4th 1069,

1075 (Fed. Cir. 2021) (citing *Azur v. Chase Bank, USA, National Association*, 601 F.3d 212, 216 (3d Cir. 2010)).

Truinject argues on appeal that the district court erred in dismissing its tortious-interference claim on the pleadings and in granting summary judgment on breach of contract, trade-secret misappropriation, and damages. We conclude that Truinject forfeited the basis it presents to us for why the district court erred in dismissing the tortious-interference claim, and we find a similar forfeiture regarding Truinject's challenge on appeal to the grant of summary judgment of no damages. Those conclusions suffice for affirmance of the judgment for Galderma in this appeal. We need not and do not reach additional grounds set forth by the district court in granting summary judgment of no breach of contract and no trade-secret misappropriation. We express no reservations about those grounds in not reaching them.

A

The district court held that the tortious-interference claim was deficient with regard to both the intentional-interference element and the business-expectancy element. *Truinject*, 2020 WL 5095448, at *6–7; *Truinject*, 2020 WL 6817088, at *2 (district court accepting the magistrate judge's report and recommendation). Either basis suffices for dismissal. On appeal, it is enough for us to conclude that Truinject has not shown error regarding the intentional-interference element.

The central premise of Truinject's appeal on that element is that the complaint plausibly alleged that Galderma interfered with Truinject's expected business relationship with Allergan "by pressuring Truinject to cancel scheduled meetings" through securing Truinject's agreement to the ENA. Truinject's Opening Br. at 52–53; *see id.* at 45–53. Truinject asserts that Galderma wrongfully "induced [Truinject] into the ENA despite having no intention of honoring its provisions" and "demanded exclusivity to pressure

Truinject into canceling meetings with Allergan and other potential partners.” *Id.* at 47 (internal quotation marks omitted). But this basis for the sufficiency of pleading of intentional interference was not adequately raised in the district court and thus is forfeited.

In the Third Circuit, “[i]t is well established that arguments not raised before the District Court are forfeited on appeal.” *In re Niaspan Antitrust Litigation*, 67 F.4th 118, 135 (3d Cir. 2023). “To preserve an argument, a party must unequivocally put its position before the trial court at a point and in a manner that permits the court to consider its merits.” *Dennis v. City of Philadelphia*, 19 F.4th 279, 287 (3d Cir. 2021) (internal quotation marks omitted). Parties may not change the “substance” of their argument on appeal, and “the ultimate question is whether the parties gave the District Court the opportunity to consider the argument.” *United States v. Abreu*, 32 F.4th 271, 276 (3d Cir. 2022) (citation omitted). Truinject’s argument to us does not pass muster under that important standard.

When Galderma moved to dismiss this claim, Truinject opposed the motion, and in its opposition, Truinject made an argument about the intentional-interference element that did not reasonably put the district court and Galderma on notice that it was relying on the pre-ENA conduct it now features as the core of the alleged intentional interference. *See* J.A. 886–89. In the preceding section, Truinject identified its discussions and planned meetings with Allergan, which Galderma “repeatedly requested” Truinject to cancel, in arguing that the “valid business expectancy” element of tortious interference was plausibly pleaded. J.A. 885–86; *see* J.A. 886 nn.55–56 (citing J.A. 316, 324 (complaint ¶¶ 19, 40)). But nothing in that section at all, including the two footnotes and the cited complaint paragraphs, says that the requests, or entry in the ENA, had the wrongfulness characteristics needed to meet the intentional-interference element.

This element is addressed in the next section of Truinject’s opposition to the dismissal motion, J.A. 887–89, and nothing there recognizably argues that Galderma’s conduct in securing Truinject’s entry into the ENA was plausibly pleaded as satisfying this element. Truinject stated that “Defendants’ interference in question lasted from 2014 to at least 2018,” J.A. 887, with the accompanying footnote 63 citing to J.A. 316, 358, 376, 377, 380–81 (complaint ¶¶ 19, 159, 224, 227, 237)). But that statement nowhere calls out any time on or before the November 5, 2014 ENA, and is entirely consistent with referring just to the challenged post-ENA-entry actions by Galderma, which began later in 2014. Nor do the citations in footnote 63 refer to Galderma’s actions leading up to the ENA as intentional interference. In fact, the section immediately continues, after the sentence about 2014 to 2018, by specifying the actions alleged to constitute the interference—specifically, conversations between Galderma and other industry participants, not the conversations between Galderma and Truinject that Truinject now features. J.A. 887–88 (“Truinject alleges a pattern of disparagement and interference by Defendants to doctors who serve on the physician advisory boards of Allergan, Merz[,] and Revance that lasted for years.”). After the specification, Truinject wraps up the section by reiterating its theory, likewise focused entirely on actions after entry into the ENA: “Truinject alleged that Truinject’s discussions with Merz, Revance[,] and Allergan collapsed as a ‘direct result’ of Defendants’ disparagement and interference as a result of the launch of [a] knockoff . . . device, which was built with Truinject’s stolen technology.” J.A. 889.

This presentation—in the document in which Truinject was obliged to put the district court and Galderma on notice of what it was arguing was plausibly alleged to meet the intentional-interference element of the tort—was insufficient to “g[i]ve the District Court the opportunity to consider the argument” Truinject is now making. *Abreu*,

32 F.4th at 275 (quoting *United States v. Dupree*, 617 F.3d 724, 731 (3d Cir. 2010)). Nor can this argument be found in the section of the complaint on tortious interference, J.A. 455–61, which in the relevant respect is also focused on alleged disparagement, with no mention of the November 2014 scheduled meeting with Allergan. In these circumstances, we reject Truinject’s faulting of the district court for not addressing Truinject’s present basis for meeting the intentional-interference element of the tort. This basis was not meaningfully presented to the district court, and it was therefore forfeited.

That conclusion is reinforced by what Truinject did not do after the district court’s dismissal of the claim. The dismissal was expressly made without prejudice to Truinject’s ability to amend the complaint. *Truinject*, 2020 WL 6817088, at *2. Truinject could have clearly presented its current assertion of the intentional-interference element of the tort through the amendment avenue. *See Dennis*, 19 F.4th at 287. Doing so would have given the district court the opportunity to assess this quite different theory of interference. If that theory is what Truinject intended, it had a reason to present it by amendment even if, at least before appeal, dismissal would still have resulted on the district court’s independent ground of no plausible pleading of the required business expectancy. Truinject bypassed that opportunity, reinforcing the conclusion of forfeiture.

B

Truinject additionally appeals the grant of summary judgment on its breach-of-contract, trade-secret-misappropriation, and damages theories. Truinject’s Opening Br. at 56–77. We need not and do not address all of those challenges. It suffices for affirmance that we reject Truinject’s challenges to the summary judgment of no damages.

In its opposition to Galderma’s motion for summary judgment of no damages, Truinject’s sole contract-damages theory was that, “by entering into the ENA with Galderma,

Truinject thereafter was precluded from meeting with Allergan and reaching agreement on a transaction.” J.A. 5709. This “Allergan Theory” was based on an asserted causal link between Galderma’s alleged breaches beginning in December 2014 and Truinject’s alleged loss of the opportunity to make a deal with Allergan following the cancellation of the scheduled Truinject-Allergan meeting in early November 2014. J.A. 951 ¶¶ 44–47, 5807 ¶¶ 44–47. Truinject argued that Allergan was prepared to offer it a \$100 million deal at that meeting, an opportunity lost when Truinject canceled the meeting after entering the Galderma ENA. J.A. 5705. Truinject also alleged that Galderma breached the ENA by improperly disclosing information on three occasions beginning December 15, 2014. J.A. 43, 5710.

The district court held that the evidence could not support a finding of the asserted causal link between the loss of opportunity from the cancellation of the November 7, 2014 scheduled Allergan-Truinject meeting and the alleged breaches of contract through improper disclosures of information. *Truinject*, 694 F. Supp. 3d at 500–01. The court explained that the alleged breaches did not begin until December 15, 2014—*after* the cancellation of the Allergan-Truinject meeting—so they could not have caused Truinject to suffer the loss of opportunity through cancellation of that meeting. *Id.* And since Allergan was unaware of these specific breaches during discussions with Truinject later, those breaches could not be the cause of Allergan declining a deal with Truinject after the ENA exclusivity period expired. *Id.* at 501–02.

On appeal, Truinject does not challenge this ruling of no causal link between the breaches and the loss of the November 7, 2014 meeting. Instead, it argues:

Truinject did not need to show that the December 2014 breach caused the November 2014 cancella-

tion. It needed to show only that Galderma's conduct destroyed Kate's value and that the deal available in November 2014 reasonably approximated that value.

Truinject's Opening Brief at 73. It argues that the "proposed Allergan deal provides a reasonable yardstick" for the diminution of Kate's market value caused by the alleged breach of contract and misappropriation of trade secrets. Truinject's Reply Brief at 29. Under this theory, Truinject argues, the district court's damages-causation ruling should not be dispositive.

We do not reach the merits of this argument because Truinject did not present it in its opposition to the summary judgment on damages. J.A. 5701–20. Instead, it used its opposition before the district court to argue that the alleged harm of the lost Allergan deal actually did not occur until after the breaches, because any deal with Allergan in fall 2014 would have "be[en] consummated in 2015" after the breaches occurred. J.A. 5711. Truinject also argued that it would not have signed the ENA or the CDA if it had known that Galderma would breach. *Id.* The opposition did not argue that the Allergan deal was a proxy for market value lost through a causal chain not including the missed Allergan meeting in fall 2014. J.A. 5705–20.

Moreover, the day after filing this opposition to summary judgment for damages, Truinject admitted in interrogatories that the only damages that it sought were under the "Allergan Theory." J.A. 951 ¶¶ 44, 46; J.A. 5807 ¶¶ 44, 46. As defined in that filing, the "Allergan Theory" was a damages theory based on payments "Truinject would have expected from a business relationship with Allergan" that "would have been consummated in 2015" with perhaps "a preliminary letter of intent . . . executed in late 2014" "but for alleged 'breaches.'" J.A. 951 ¶ 44, 5807 ¶ 44. It made no mention of the Allergan Theory as a proxy for Truinject's diminution in value more broadly. J.A. 951 ¶¶ 44–46; J.A.

5807 ¶¶ 44–46. It expressly admitted that “apart from the Allergan Theory, Truinject has presented no evidence or calculation of any other form of damages relating to any of its claims.” J.A. 951 ¶ 46, 5807 ¶ 46. These admissions confirm that it did not put this alternative proxy theory before the district court.

Truinject argues that two lines in its summary-judgment opposition sufficiently raised this damages theory to the district court: (1) “Galderma ‘devalued the Kate technology by misappropriating its proprietary nature’”; and (2) “Kate’s value to interested buyers like Allergan was ‘diminished, if not extinguished, by Galderma’s misuse of Truinject’s confidential information.’” Truinject’s Reply Br. at 30 (quoting J.A. 5711 (Plaintiff’s Answering Brief in Opposition to Defendants’ Motion for Partial Summary Judgment No. 1 on Damages)). These cited lines from the opposition to summary judgment did not cite any evidence in the record to support these propositions. J.A. 5711. The motion did not discuss how these specific breaches led to these specific damages beyond the missed opportunity to deal with Allergan in fall 2014. A few passing lines buried in the opposition to summary judgment is not enough to have put the appeal theory of damages squarely before the district court. Accordingly, it is forfeited.

Truinject’s claim for rescissory damages is also forfeited, not having been adequately presented to the district court. Opening Br. at 74–77; *see Abreu*, 32 F.4th at 275. Truinject argues that it “preserved the claim and necessary facts” and that the request for rescissory damages is merely a recharacterization. Opening Br. at 76–77. We disagree. This request changes the substance of the claim to one based on misconduct destroying the essence of the bargain rather than the one based on missed opportunities due to breaches that Truinject pressed below. Truinject’s Opening Br. at 75–76; *see Abreu*, 32 F.4th at 275.

Truinject did not challenge the district court's determination that there was no causation between the canceled Allergan meeting and the breaches starting in December 2014. Opening Br. at 72–74. Nor has it challenged the ruling that the evidence did not allow a finding that Allergan knew of the breaches. Truinject also has not challenged the district court's rejection of its nominal-damages claim. *Truinject*, 2024 WL 4333115 at *7. Thus, it has no viable claim for contract damages.

This conclusion requires affirmance of the summary-judgment decisions on the breach-of-contract and trade-secret-misappropriation claims. Truinject seeks no relief on appeal besides damages. With damages off the table, no relief can be given to Truinject for breach of contract; and we need not address other grounds for rejecting the breach-of-contract claim. Similarly, as Truinject recognizes, “[d]amages for misappropriation of trade secrets . . . include ‘the actual loss caused by misappropriation’ and ‘essentially overlap[]’ with contract damages where the breach of contract involved the misuse of confidential information.” Truinject’s Opening Br. at 69 (citing *Agilent Technologies, Inc. v. Kirkland*, 2010 WL 610725, at *25 (Del. Ch. Feb. 18, 2010)). Truinject did not present evidence of actual loss caused by misappropriation, and these claims rely on the same contract-damages theory. Truinject agreed in the district court that, “[a]part from the Allergan Theory, Truinject has presented no evidence or calculation of any other form of damages relating to any of its claims,” J.A. 951 ¶ 46, 5807 ¶ 46. Judgment for Galderma on Truinject’s trade-secret claim is therefore proper, and we need not address other grounds for rejecting that claim.

III

We have considered the parties’ remaining arguments and find them unpersuasive. For the foregoing reasons, we affirm the judgment of the district court.

AFFIRMED