

question of whether the board's failure to demand repayment of the revolving note was barred by the prior settlement agreement and therefore res judicata, because we agree that the Court of Chancery properly found that under the pled circumstances, which included the board acting within the framework established by a forward-looking settlement agreement and the company's binding contractual obligations that strictly limited its ability to use repaid funds, the complaint failed to state a claim for breach of fiduciary duty.

NOW, THEREFORE, IT IS ORDERED that the judgment of the Court of Chancery is hereby AFFIRMED.

BY THE COURT:

/s/ Leo E. Strine, Jr. _____

Chief Justice