

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

SHAREHOLDER REPRESENTATIVE	)	
SERVICES LLC, solely in its capacity	)	
as Sellers' Representative,	)	
	)	
<i>Plaintiff,</i>	)	C.A. No. N26C-04-294 SKR CCLD
	)	
v.	)	
	)	
TELEFLEX INCORPORATED,	)	
	)	
<i>Defendant.</i>	)	

Date Submitted: September 10, 2026

Date Decided: October 1, 2026

MEMORANDUM OPINION AND ORDER

Upon Consideration of Defendant's Motion to Stay:

DENIED

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RENNIE, J.

I. INTRODUCTION

This matter comes before the Court on Defendant's motion to stay pending the resolution of an administrative tax proceeding in Sweden. The underlying dispute arises from an earnout offset provision in a stock purchase agreement, which permits the buyer to deduct and retain certain indemnity claims from the earnout consideration. Plaintiff maintains that this provision does not permit Defendant to withhold the entire earnout amount while indemnifiable tax liabilities are resolved by the Swedish tax agency, whereas Defendant maintains that it does.

In support of its motion, Defendant argues that the issues in the tax proceeding and the instant case overlap, that the cases are interdependent and that a stay would avoid the risk of inconsistent results while preventing the unnecessary expenditure of judicial and party resources.

The Court finds that a stay is unwarranted because the two tribunals are tasked with deciding distinct questions. The Swedish tax authorities will determine the ultimate size of Defendant's potential tax liability. By contrast, this Court must determine, *inter alia*, whether Defendant breached the stock purchase agreement by withholding payment before that liability was formally assessed.

While the foreign tax determination may prove material to the damages phase of this matter and useful to the requisite good faith analysis, it has no bearing on the threshold contract issue that this Court must independently resolve. Because the two

proceedings can safely proceed on parallel tracks, the Court declines to delay this merits dispute.

A motion to stay rests entirely within the Court's discretionary authority to control its own docket, and because the Court finds no practical reason to exercise its discretion here, Defendant's Motion to Stay is **DENIED**.

II. BACKGROUND¹

A. The Parties

Plaintiff Shareholder Representative Services LLC ("SRS") is a Colorado limited liability company that provides post-closing representative services on behalf of selling shareholders in corporate mergers and acquisitions.² SRS serves as the representative and agent for the selling shareholders (the "Sellers") who owned Palette AB and its subsidiaries immediately prior to the execution of the Stock Purchase Agreement (the "SPA").³ Pursuant to the SPA, SRS possesses the requisite power of attorney and legal authority to bring this action on the Sellers' behalf.⁴

¹ The facts referenced herein are taken from the Plaintiff's Complaint (D.I. 1, hereinafter "Compl."), the Stock Purchase Agreement (D.I.1 Ex. A, hereinafter "SPA § ____"), the Notice of Indemnity Claim (D.I. 1 Ex. B, hereinafter "Claim Notice Letter"), and the letter agreement extending certain payment deadlines (D.I. 1 Ex. C, hereinafter "Letter Agreement").

² Compl. ¶9.

³ *Id.*

⁴ *Id.*

Defendant Teleflex Incorporated (“Teleflex”) is a Delaware corporation and a global provider of medical technologies.⁵ Teleflex acquired Palette AB and its subsidiaries from the Sellers pursuant to the SPA.⁶

B. Factual Background

1. The SPA

On or about July 25, 2023, Teleflex, the Sellers, SRS, and non-party Östersjöstiftelsen, acting as the Sellers’ pre-closing representative, entered into the SPA to effectuate Teleflex’s acquisition of all outstanding shares of Palette AB.⁷ The SPA structured the transaction’s consideration to include two successive earn out distributions—the “Milestone 1 Payment” and the “Milestone 2 Payment” (together, the “Milestone Payments”) which were contingent upon year-over-year sales growth of “Milestone Products,” comprised of certain intellectual property assets of Palette AB.⁸ The Milestone Payments were collectively capped at \$50 million.⁹

In addition to constituting deal consideration, the Milestone Payments functioned as the exclusive vehicle to satisfy certain indemnity claims asserted by Teleflex against the Sellers.¹⁰ Here, the two relevant categories of indemnity claims are (1) damages arising from inaccuracies or breaches of specific tax-related

⁵ *Id.* at ¶ 10.

⁶ *Id.*

⁷ *Id.* at ¶¶ 19–20.

⁸ *Id.* at ¶¶ 15, 22–23; SPA §§ 2.5(a) – 2.5(b).

⁹ Compl. ¶ 24.

¹⁰ *Id.* at ¶ 30.

representations and warranties, and (2) damages sustained in connection with pre-closing taxes.¹¹ Under the SPA, Teleflex’s “sole and exclusive remedy” for those categories of damages is limited to the option to “reduc[e] any unpaid Milestone Payment...dollar-for-dollar[.]”¹²

Section 2.5(d) of the SPA governs this offset arrangement and provides a specific framework for its execution.¹³ The provision contains two subsections outlining the mechanisms by which Teleflex may “deduct, and retain...from the aggregate amount of the Milestone Payments that remain[] payable[.]”¹⁴ Specifically, Teleflex may deduct and retain outstanding earnout amounts under two circumstances:

- Agreed or Finally Determined Damages: The aggregate amount of any damages for which Teleflex is entitled to indemnification pursuant to Article IX, as either agreed to by SRS or “otherwise finally determined in accordance with Article IX.”¹⁵
- Good-Faith Alleged Damages: The aggregate amount of any damages alleged in good faith for which a notice of indemnity has been delivered in good faith

¹¹ Compl. ¶¶ 31–32; *see* SPA §§ 9.2(a)(i), 9.2(a)(iv), respectively.

¹² Compl. ¶¶ 31–32; SPA §§ 9.2(b)(ii)-(iii).

¹³ SPA § 2.5(d).

¹⁴ *Id.*

¹⁵ SPA § 2.5(d)(i).

by Teleflex pursuant to Article IX at or prior to the time the Milestone Payment becomes due.¹⁶

Synthesizing these provisions, the offset mechanics provide Teleflex three potential pathways to retain outstanding earnout payments: (1) SRS explicitly agrees to the amount; (2) the amount is “finally determined in accordance with Article IX”; or (3) the amount is alleged in good faith and supported by a timely, good faith notice of indemnity delivered at or before the payment date.¹⁷ The central dispute in this matter is whether Teleflex properly exercised its offset option under one or more of these pathways, or whether it improperly withheld payment in breach of the SPA.¹⁸

2. Post-Closing

The SPA transaction closed in October 2023.¹⁹ Shortly thereafter, in January 2024, Teleflex sent SRS a Notice of Indemnity Claim (the “Claim Notice Letter”) formally invoking its rights to indemnification under Section 9(a) of the SPA for damages allegedly incurred due to breaches of certain tax representations and pre-closing tax liabilities.²⁰ The letter also informed SRS of Teleflex’s intent to seek a

¹⁶ SPA § 2.5(d)(ii).

¹⁷ See Compl. ¶ 76.

¹⁸ *Id.* at ¶ 103; Plaintiff also pleads a claim for breach of the implied covenant of good faith and fair dealing in the alternative, alleging numerous incidents of bad faith conduct, see Compl. ¶ 111. These allegations are not material to the disposition of the present Motion.

¹⁹ *Id.* at ¶ 21.

²⁰ *Id.* at ¶ 35; Claim Notice Letter at 1.

reassessment of the taxable income of Palette AB for tax years 2018 through 2022 (the “Reassessment Request”) from the Swedish Tax Agency (“STA”).²¹

Teleflex submitted the Reassessment Request to the STA on or about February 1, 2024.²² The request rested on a theory that a constructive transfer of intellectual property rights from Palette AB to Palette US occurred in 2018.²³ Under this theory, Palette AB would be liable for an as-yet-determined amount of pre-closing taxes, for which Teleflex claims a right to indemnification from the Sellers.

While awaiting the STA’s resolution of the Reassessment Request, the parties entered into an agreement (the “Letter Agreement”) on March 25, 2025, to extend certain deadlines under the SPA.²⁴ Specifically, the Letter Agreement tolled “the commencement of the 40-day period set forth in Section 2.5(f)(i) of the SPA regarding the Milestone Statement for the Milestone 1 Payment” providing that the period would not run “until the date on which [Teleflex] informs SRS of the STA’s decision” but in no event later than December 31, 2025.²⁵ The Letter Agreement thus effectively deferred Teleflex’s Milestone 1 Payment reporting obligations and payment until the earlier of the STA’s decision or the end of 2025; the Milestone 2 Payment was not addressed.²⁶

²¹ Compl. ¶ 40; Claim Notice Letter at 1.

²² Compl. ¶ 41.

²³ *Id.* at ¶ 42.

²⁴ *Id.* at ¶¶ 46–53.

²⁵ Letter Agreement at 1–2.

²⁶ Compl. ¶¶ 51–53.

The STA denied the Reassessment Request on or about October 27, 2025, and Teleflex notified SRS of the denial on November 17, 2025.²⁷ On December 19, 2025, Teleflex filed a second request for reassessment (the “Second Reassessment Request”) for the same tax years.²⁸ Teleflex notified SRS of this second request on February 9, 2026, and provided related documentation on February 26, 2026.²⁹ The Second Reassessment Request remains pending before the STA.

Unlike the period following the Reassessment Request, the parties did not enter into an extension agreement after the Second Reassessment Request. Instead, in accordance with deadlines amended by the Letter Agreement, Teleflex provided SRS with the Milestone Statement for the Milestone 1 Payment on February 20, 2026.³⁰ Teleflex also provided the Milestone Statement for the Milestone 2 Payment on February 12, 2026.³¹ Despite alleging numerous dilatory and obstructionist tactics by Teleflex pertaining to SRS’s information rights, SRS ultimately accepted both calculations.³² This acceptance triggered the maturity of the Milestone Payments on certain dates under the SPA, as amended by the Letter Agreement.³³

²⁷ *Id.* at ¶¶ 54–55.

²⁸ *Id.* at ¶ 64; SRS refers to this second request as the “Duplicative Request” and Teleflex labels it the “Renewed Reassessment Request.” To avoid the rhetorical overtones of both characterizations, the Court will refer to the request as the “Second Reassessment Request.”

²⁹ *Id.* at ¶¶ 63–64.

³⁰ *Id.* at ¶¶ 56–57.

³¹ *Id.* at ¶ 62.

³² *Id.* at ¶¶ 58–69.

³³ *Id.* at ¶¶ 68, 70.

Teleflex’s subsequent withholding of these payments past those dates forms the basis of SRS’s breach of contract claim.³⁴

C. Procedural History

Plaintiff filed its Complaint on April 29, 2026, asserting causes of action arising from Teleflex’s failure to distribute both Milestone Payments as required by the SPA’s earnout provisions.³⁵

On June 4, 2026, Defendant filed the present Motion to Stay (the “Motion”).³⁶ Plaintiff filed its opposition to the Motion on June 26, 2026,³⁷ to which Defendant replied on July 10, 2026.³⁸ With leave of court, Plaintiff filed a sur-reply on July 20, 2026.³⁹

The Court heard oral argument on September 10, 2026. This Opinion sets forth the Court’s ruling on the Motion.

III. PARTY POSITIONS

A. Defendant Teleflex’s position

Teleflex moves to stay the present case “pending final resolution of ongoing Swedish tax proceedings.”⁴⁰ These foreign proceedings comprise the pending

³⁴ *Id.* at ¶ 103.

³⁵ *See id.* at ¶¶ 100–113.

³⁶ Defendant’s Motion to Stay Pending Resolution of a Related Tax Proceeding (D.I. 12, hereinafter “Mot.”).

³⁷ Plaintiff’s Opposition to the Motion to Stay (D.I. 19, hereinafter “Opp’n”).

³⁸ Defendant’s Reply in Support of Its Motion to Stay Pending Resolution of a Related Tax Proceeding (D.I. 24, hereinafter “Reply”).

³⁹ Plaintiff’s Sur-Reply in Further Opposition to the Motion to Stay (D.I. 28, hereinafter “Sur-Reply”).

⁴⁰ Mot. at 1.

Second Reassessment Request and a separate tax audit initiated by the STA for the 2023–2024 tax years involving related issues.⁴¹ Characterizing these matters as “predicate tax issues”⁴² that will dictate the proper offset amount under the SPA, Teleflex requests a stay of this litigation until both foreign proceedings reach a final determination, proposing that the parties submit periodic status reports every six months.⁴³

Teleflex advances three primary arguments in support of its Motion. First, Teleflex contends that proceeding with the current litigation would compel this Court to adjudicate the exact issues currently before the STA, requiring an intensive evaluation of complex foreign tax law and transfer pricing principles.⁴⁴ Absent a stay, Teleflex argues that the Court and the STA risk reaching conflicting conclusions regarding pre-closing tax liabilities and the corresponding offset amounts.⁴⁵

Second, Teleflex argues that a stay is necessary to preserve its bargained-for right to offset Milestone Payments pursuant to Section 2.5(d) of the SPA.⁴⁶ Under Teleflex’s construction, the SPA permits the buyer to retain potential damages alleged in an Indemnification Notice until a final determination of liability is

⁴¹ *Id.* at ¶¶ 14–15.

⁴² *Id.* at ¶ 18.

⁴³ *Id.* at 14.

⁴⁴ *Id.* at ¶ 22.

⁴⁵ *Id.* at ¶ 23.

⁴⁶ *Id.* at ¶ 24.

reached.⁴⁷ Teleflex asserts that the SPA establishes a “withhold-first, litigate-later” framework as its exclusive remedy, and that forcing payment prior to the STA’s final determination would eliminate this negotiated protection and tilt the balance of prejudice in Plaintiff’s favor.⁴⁸

Third, Teleflex maintains that the merits of this action heavily overlap with the tax questions pending before the STA.⁴⁹ Consequently, Teleflex argues that a stay is required to prevent the wasteful and parallel litigation of identical Swedish tax issues before two distinct tribunals.⁵⁰

B. Plaintiff SRS’s position

SRS opposes the Motion, advancing four principal reasons why a stay should be denied.⁵¹ First, SRS contends that a stay would directly contravene the parties’ express agreement to defer the Milestone 1 Payment obligations only until the STA’s initial decision or December 31, 2025, whichever occurred sooner.⁵² Granting a stay would reward Teleflex with the continued retention of the Milestone Payments for potentially years beyond the contractually agreed-upon deadline based on a separate, subsequently filed Second Reassessment Request.⁵³

⁴⁷ *Id.* at 3.

⁴⁸ *Id.* at ¶¶ 24, 28.

⁴⁹ *Id.* at ¶ 26.

⁵⁰ *Id.* at 3; *see also* Reply at 2.

⁵¹ Opp’n at ¶ 3.

⁵² *Id.* at ¶ 10.

⁵³ *Id.* at ¶ 15.

Second, SRS argues that the pending nature of the Second Reassessment Request cannot justify a stay because the SPA does not permit Teleflex to withhold the entirety of the Milestone Payments.⁵⁴ Under SRS's reading, Section 2.5(d) only permits Teleflex to withhold the specific amount alleged in good faith—here, approximately \$4 million as detailed in the Claim Notice Letter.⁵⁵ SRS maintains that the contract mandates immediate payment of the undisputed balance, framing this dispute as a straightforward matter of Delaware contract interpretation that remains entirely independent of the STA's ultimate tax determination.⁵⁶

Third, SRS asserts that a stay would effectively allow Teleflex to freeze the Milestone Payments indefinitely.⁵⁷ SRS emphasizes that Swedish tax regulations do not restrict the number of times a taxpayer may renew a denied reassessment request, and that any subsequent appeals through the Swedish court system could prolong this litigation for several years.⁵⁸

Fourth, SRS argues that a stay would exacerbate the prejudice already suffered by the Sellers due to Teleflex's non-payment.⁵⁹ Beyond the ongoing deprivation of

⁵⁴ *Id.* at ¶¶ 3, 18.

⁵⁵ *Id.* at ¶¶ 17, 19.

⁵⁶ *Id.* at ¶¶ 17, 20.

⁵⁷ *Id.* at ¶ 21.

⁵⁸ *Id.*

⁵⁹ *Id.* at ¶¶ 24–25.

funds, SRS contends that further delays create a meaningful risk of evidence being lost, diminished control over key witnesses, and faded witness memories.⁶⁰

IV. LEGAL STANDARD

A motion to stay falls squarely within “the sound discretion of the Court.”⁶¹ This Court’s discretion is guided by “the contentions of the parties and the policies that underlie the grant or denial of a stay.”⁶² In Delaware, courts evaluate these positions through the lens of practical policy concerns, focusing primarily on “comity, efficiency, or simple common sense.”⁶³ The controlling question is “whether there are facts and circumstances sufficient to move the...Court to grant the stay within the range of the Court's discretion.”⁶⁴ Given the fact-intensive nature of this inquiry, “each case must be considered on its own merits.”⁶⁵ Ultimately, a stay is “not a matter of right.”⁶⁶ Rather, the moving party must demonstrate that “the

⁶⁰ *Id.* at ¶¶ 26–28.

⁶¹ *PJM Interconnection, LLC v. City Power Mktg., LLC*, 2013 WL 3486035, at *3 (Del. Super. June 12, 2013).

⁶² *Id.*

⁶³ *Paolino v. Mace Sec. Int'l, Inc.*, 985 A.2d 392, 397 (Del. Ch. 2009); *see also McWane Cast Iron Pipe Corp. v. McDowell-Wellman Eng'g Co.*, 263 A.2d 281, 283 (Del. 1970) (labeling these concerns as “considerations of comity and the necessities of an orderly and efficient administration of justice”); *BW Piezo Holdings LLC v. Phillips*, 2017 WL 1399746, at *4 (Del. Super. Apr. 18, 2017) (labeling these concerns as “the interest of expeditious and economic administration of justice[]”).

⁶⁴ *McWane*, 263 A.2d at 283.

⁶⁵ *Id.*

⁶⁶ *Yellow Pages Grp., LLC v. Ziplocal, LP*, 2015 WL 358279, at *4 (Del. Super. Jan. 27, 2015) (citations omitted).

necessities of an orderly and efficient administration of justice” weigh in favor of shelving the litigation.⁶⁷

V. ANALYSIS

At the outset, the Court notes that the Motion does not implicate the standard Delaware frameworks for evaluating a stay. Teleflex conceded at oral argument that neither the *McWane* nor the *Cryo-Maid* doctrines apply, acknowledging instead that its Motion invokes the Court’s inherent authority to control its own docket based on pragmatic considerations.⁶⁸ Viewing the Motion through this lens, the Court finds that the practical justifications Teleflex articulates do not warrant a stay.

As a threshold matter, the Court declines to consider arguments from either party that presuppose the resolution of the underlying contractual dispute. Teleflex contends that compelling payment prior to the STA’s final determination would eliminate its bargained-for contractual protection.⁶⁹ This argument improperly assumes that the SPA grants Teleflex a contractual right to withhold the entirety of the earnout funds pending that foreign determination.

Conversely, SRS argues that a stay would improperly confer a right upon Teleflex that it failed to secure at the bargaining table: the right to retain the entire

⁶⁷ *Id.*

⁶⁸ See Transcript of Oral Argument on Defendant’s Motion to Stay (September 10, 2026) (hereinafter “Tr.”) 10:20–23.

⁶⁹ Mot. at ¶ 28; Reply at ¶ 14.

earnout until indemnifiable damages are fully liquidated.⁷⁰ Because the existence and scope of this specific withholding right constitute the core merits dispute in this action, both arguments are premature, and the Court refrains from weighing them in its discretionary stay analysis.⁷¹

Teleflex's remaining arguments implicate two policy concerns that Delaware courts routinely evaluate when considering a stay: (1) the risk of inconsistent determinations and (2) the erosion of judicial efficiency.⁷² These concerns, which traditionally animate the deference afforded to first-filed actions, are triggered when two tribunals confront substantially identical parties and issues.⁷³ Where the parties and legal issues diverge, the risks of conflicting rulings or diminished efficiency dissipate.

Here, the STA proceeding and the instant action involve neither identical parties nor identical issues. First, the parties are distinct. The contested foreign

⁷⁰ Opp'n at ¶ 15.

⁷¹ SRS also relies upon the Letter Agreement to argue that a stay would contravene the parties' express agreements. See Opp'n at ¶¶ 10–11, 14–15. This argument presumes that the Letter Agreement waived or modified Teleflex's offset rights under the SPA, a proposition that Teleflex disputes. See Reply at ¶¶ 5–8. As stated above, the Court declines to make contractual determinations at this stage of the litigation.

⁷² See, e.g., *Bright Data, Inc. v. Meta Platforms, Inc.*, 2023 WL 5322293, at *6 (Del. Super. Aug. 18, 2023) (finding that two courts adjudicating the same contractual dispute would risk waste of judicial resources and inconsistent resolution on the issues); *In re Bear Stearns Companies, Inc. S'holder Litig.*, 2008 WL 959992, at *7 (Del. Ch. Apr. 9, 2008) (explaining that duplicative proceedings are disfavored because they waste judicial resources).

⁷³ See *LG Elecs., Inc. v. InterDigital Commc'ns, Inc.*, 114 A.3d 1246, 1252 (Del. 2015) (explaining that the *McWane* three-factor test requires both proceedings to involve substantially the same parties and the same issues before deference is afforded to the first-filed action).

matters involve the taxpayer, Palette AB, and the Swedish tax authorities.⁷⁴ While Teleflex may be an interested party by virtue of its ownership of Palette AB,⁷⁵ SRS's direct submissions to the STA disputing Palette AB's tax position do not make it a party to that administrative forum.⁷⁶ Consequently, the parties to each proceeding are not substantially the same.

Second, and more fundamentally, the two tribunals are tasked with deciding entirely separate legal questions. The issue before the STA is a question of public law: Palette AB's tax liability for specific pre-closing years under Swedish tax regulations.⁷⁷ The issue before this Court is a private contractual matter: whether Teleflex breached the SPA by failing to distribute the Milestone Payments when due.⁷⁸ Although the ultimate tax liability will inevitably bear upon the quantum of any eventual indemnification claim, the primary dispute presented to this Court centers strictly upon the timing and mechanics of earnout distributions under a contract governed by Delaware law.⁷⁹ The STA's determination of a corporate

⁷⁴ See Mot. at ¶¶ 7–8.

⁷⁵ See *Kurtin v. KRE, LLC*, 2005 WL 1200188, at *4 (Del. Ch. May 16, 2005) (noting that parties have been considered the same under *McWane* “where a named party owns and controls an unnamed party” or “where related entities are involved, but not named, in both actions.”).

⁷⁶ Mot. at ¶ 9.

⁷⁷ Compl. ¶¶ 40–43.

⁷⁸ *Id.* at ¶ 103; SRS also pleads a claim for the breach of the implied covenant of good faith and fair dealing in the alternative based on this failure to pay the earnout obligations along side certain post-closing actions, see *id.* at ¶¶ 110–111.

⁷⁹ See SPA § 11.11 (naming Delaware as the exclusive jurisdiction for disputes “arising out of or in connection with, or otherwise relating to this Agreement”).

subsidiary's tax liability has no bearing on the meaning of the disputed contractual provisions negotiated between SRS and Teleflex.⁸⁰ Because tax liability and breach of contract are independent questions, there is no risk of inconsistent or conflicting rulings.

Similarly, the Court finds that the limited stay proposed by Teleflex fails to advance judicial economy. In its Motion and at oral argument, Teleflex proposed a stay with six-month periodic status reports, characterizing this timeline as its best estimate of when the STA will issue its determination.⁸¹ Because this Court must adjudicate a threshold contractual dispute that will undoubtedly extend past the six-month window articulated by Teleflex, maintaining parallel tracks poses no threat of wasteful expenditure.

In six months, the Court will not have made a final determination on the merits.⁸² If Teleflex's timeline is accurate, the STA decision will become available for the Court's consideration before a final judgment is rendered. If Teleflex's estimate proves overly optimistic, this case will have nevertheless made meaningful

⁸⁰ The STA tax determination may factor into the analysis this Court must conduct when determining whether the amount of damages alleged in the Letter Agreement was asserted in "good faith" under Section 2.5(d) of the SPA. However, that inquiry will undoubtedly require discovery and further briefing—all of which can proceed in this litigation on a parallel track with the STA proceeding.

⁸¹ See Mot. at 14; Reply at 9; Tr. 50:7–16.

⁸² In fact, the merits claims continue to multiply as the parties litigate this dispute. See Defendant's Answer and Amended Counterclaims (D.I. 32) at ¶¶ 60–85 (alleging two breach of contract counts against Plaintiff, neither of which turn on the STA's determination).

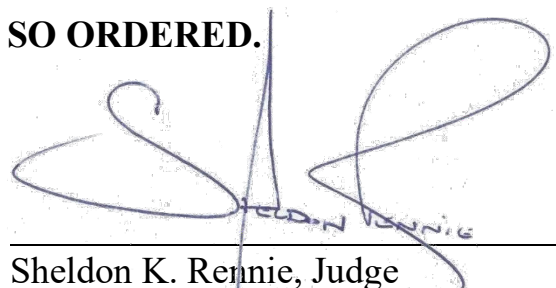
procedural progress toward resolving the inevitable merits dispute. Advancing both matters concurrently ensures the orderly administration of justice, and the Court finds no sound reason to leave this domestic litigation stagnant. While a definitive STA ruling might eventually facilitate an amicable settlement, the mere possibility of a compromise does not supply a legal basis for a stay.

Because the STA and this Court are ruling on distinct, independent issues, the resolution of one will not dispose of the other. The tax liability dispute and the breach of contract action require separate, non-overlapping expenditures of resources by their respective adjudicative bodies. Accordingly, the Court declines to exercise its discretion to grant a stay that serves none of the practical purposes on which the remedy is premised.

VI. CONCLUSION

For the foregoing reasons, Defendant Teleflex's Motion to Stay is **DENIED**.

IT IS SO ORDERED.



Sheldon K. Rennie, Judge