

IN THE SUPREME COURT OF THE STATE OF DELAWARE

GI DI RUSHMORE PARENT LP,	§	
	§	No. 251, 2026
Plaintiff Below,	§	
Appellant,	§	Court Below—Court of Chancery
	§	of the State of Delaware
v.	§	
	§	C.A. No. 2026-0505
DONALD E. STOOPS, JR.	§	
	§	
Defendant Below,	§	
Appellee.	§	

Submitted: September 16, 2026

Decided: October 26, 2026

Before **SEITZ**, Chief Justice; **TRAYNOR** and **ZURN**, Justices.

ORDER

This 26th day of October, 2026, after consideration of the parties’ briefs and the record on appeal, it appears to the Court that:

(1) GI DI Rushmore Parent LP (“Rushmore”) filed suit against Donald E. Stoops, Jr., in the Court of Chancery, seeking preliminary and permanent injunctions and damages based on Stoops’s alleged breach of restrictive covenants under a Delaware limited partnership agreement. The Court of Chancery dismissed the action, holding that the Delaware forum-selection provision upon which Rushmore

relied could not support the court’s exercise of personal jurisdiction over Stoops. For the reasons that follow, we affirm the Court of Chancery’s judgment.¹

(2) Rushmore is a Delaware limited partnership. Clarity Telecom, LLC, d/b/a Bluepeak, is Rushmore’s only subsidiary. Bluepeak, a Delaware LLC, provides fiber-to-the-home telecommunications services to customers in Minnesota, North Dakota, Oklahoma, South Dakota, Texas, and Wyoming.

(3) Stoops worked for Bluepeak as Vice President, Market Development, from June 2021 to April 2026.² He lived and worked in Oklahoma for the entirety of his tenure at Bluepeak.³ Stoops resigned from Bluepeak in April 2026 after accepting a role at Dobson Technologies, Inc., d/b/a Dobson Fiber, one of Bluepeak’s competitors.⁴

(4) As part of his compensation at Bluepeak, Stoops received incentive units—approximately 2% of Rushmore’s management incentive pool. About a month after Stoops started work at Bluepeak, Rushmore and Stoops executed an Incentive Unit Grant Agreement—the “Unit Agreement.”⁵ The Unit Agreement granted Stoops Incentive Units, made him a Rushmore limited partner, and

¹ *GI DI Rushmore Parent L.P. v. Stoops*, --- A.3d ---, 2026 WL 1679305 (Del. Ch. June 10, 2026).

² *Id.* at *3, *7.

³ *Id.* at *12.

⁴ *Id.* at *6–7.

⁵ *Id.* at *4.

“impose[d] certain vesting conditions with respect to the Incentive Units,”⁶ including four restrictive covenants.⁷ Three of the four covenants—non-competition, non-solicitation, and confidentiality—claim to bind Stoops throughout his employment at Bluepeak and for two years after his employment ends.⁸ The non-disparagement covenant purports to bind Stoops in perpetuity.⁹

(5) The Unit Agreement incorporates Rushmore’s limited partnership agreement—the “Partnership Agreement”—by reference.¹⁰ In Section 7.7 of the Unit Agreement, Stoops “agree[d] and acknowledge[d] that (i) [he] ha[d] received and read a copy of the . . . Partnership Agreement and (ii) the Incentive Units are subject to the Partnership Agreement.”¹¹ Stoops executed a Joinder Agreement to the Unit Agreement, incorporating the Partnership Agreement by reference, when he signed the Unit Agreement.¹² At that time, Stoops had neither received nor read a copy of the Partnership Agreement—despite acknowledging that he had in Section 7.7 of the Unit Agreement—nor had he asked for one.¹³

⁶ Joint App. to Appellant GI DI Rushmore Parent LP’s Opening Br. at A46, A62 [hereinafter J.A. at ____].

⁷ *Id.* at A50–52.

⁸ *Id.*

⁹ *Id.* at A52.

¹⁰ *Id.* at A49.

¹¹ *Id.* at A55.

¹² *Id.* at A62.

¹³ *Rushmore*, --- A.3d ---, 2026 WL 1679305, at *6.

(6) Stoops first requested to view the Partnership Agreement in February 2024, more than two-and-a-half years after signing the Unit and Joinder Agreements.¹⁴

(7) Only the Partnership Agreement contains a Delaware forum-selection clause.¹⁵ The Partnership and Unit Agreements each contain a choice-of-law provision choosing Delaware law to govern the agreement.¹⁶

(8) Rushmore brought this case in the Court of Chancery shortly after Stoops's resignation from Bluepeak and subsequent affiliation with Dobson Fiber, seeking preliminary and permanent injunctions to enforce the restrictive covenants in the Unit Agreement. Stoops moved to dismiss for lack of personal jurisdiction. The only basis Rushmore asserted for Delaware's jurisdiction over Stoops was the forum-selection clause.¹⁷

(9) After a choice-of-law analysis, the Court of Chancery determined that, but for the Delaware choice-of-law clause, Oklahoma law would apply to the Agreements between Stoops and Rushmore.¹⁸ The court further held that Oklahoma has fundamental public policies "limit[ing] the effectiveness of choice-of-forum and

¹⁴ J.A. at A598, A606, A1928–29.

¹⁵ *Id.* at A168 ("Each of the parties hereto submits to the exclusive jurisdiction of the Chancery Court of the State of Delaware and any state appellate court therefrom within the State of Delaware . . . in respect of the interpretation and enforcement of the provisions of this Agreement and any related agreement.").

¹⁶ *Id.* at A167–68.

¹⁷ *Id.* at A585.

¹⁸ *Rushmore*, --- A.3d ---, 2026 WL 1679305, at *10.

choice-of-law provisions”¹⁹ and “specifically restrict[ing] covenants not to compete.”²⁰ The court observed that Delaware, on the other hand, “generally enforces”²¹ these contractual provisions. Based on this finding of a fundamental public-policy conflict, the court held that Oklahoma law should govern enforcement of the contract provisions at issue.²²

(10) The Court of Chancery then found the forum-selection clause unenforceable under an Oklahoma law that voids any contract provision that restricts a party from “enforcing his rights under the contract by the usual legal proceedings in the ordinary tribunals.”²³ The court also held that, even if Delaware law applied, this particular forum-selection clause would be unenforceable because Stoops lacked notice of the clause, so enforcement of it would be unreasonable.²⁴ Having found the forum-selection clause unenforceable regardless of which state’s law applied, the Court of Chancery dismissed the case for lack of personal jurisdiction and denied Rushmore’s request for a preliminary injunction.²⁵ Rushmore timely appealed.

(11) On appeal, Rushmore contends that the Court of Chancery erred by dismissing the case for lack of personal jurisdiction.²⁶ The forum-selection clause

¹⁹ *Id.* at *12.

²⁰ *Id.* at *13.

²¹ *Id.* at *12.

²² *Id.* at *13–18.

²³ *Id.* at *14 (quoting Okla. Stat. Tit. 15 § 216).

²⁴ *Id.* at *20.

²⁵ *Id.* at *18, *24.

²⁶ Opening Br. at 44.

in the Partnership Agreement remains Rushmore’s only basis for arguing that Delaware has personal jurisdiction over Stoops.²⁷ Rushmore contends that Delaware, not Oklahoma, is the “default state” for a choice-of-law analysis, so Oklahoma law need not be considered.²⁸ In the alternative, Rushmore argues that Delaware law does not conflict with Oklahoma law regarding the enforceability of forum-selection clauses, and thus Delaware law should have controlled after a choice-of-law analysis.²⁹ Rushmore also claims that the forum-selection clause is a matter of internal affairs that must be governed by Delaware law, regardless of the result of the choice-of-law analysis.³⁰ Rushmore then contends that, under Delaware law, enforcement of the forum-selection clause is reasonable.³¹ Because we agree with the Court of Chancery that Oklahoma law governs the interpretation of the forum-selection clause, we need not determine whether Delaware would enforce the clause.

²⁷ *Id.* at 1.

²⁸ *Id.* at 23–26.

²⁹ *Id.* at 13.

³⁰ *Id.* at 26–27.

³¹ *Id.* at 31.

(12) We review choice-of-law determinations in contract disputes de novo.³² We review factual findings for clear error.³³ We review “decision[s] to grant or deny a preliminary injunction for abuse of discretion.”³⁴

(13) Rushmore contends that the dispute over applying the Partnership Agreement’s forum-selection clause is a matter of internal affairs governed by Delaware law.³⁵ The internal-affairs doctrine is a choice-of-law doctrine that “recognizes that only one State should have the authority to regulate a[n] [entity’s] internal affairs.”³⁶ That state is the state of formation, here Delaware. Because a determination that enforcement of a forum-selection clause is a matter of internal affairs would obviate the need for a choice-of-law analysis, we address this argument first.

(14) In *Salzberg v. Sciabacucchi*, we determined that disputes within a corporation are fairly categorized as core “internal affairs,” more expansive “intracorporate affairs,” and “external affairs.”³⁷ Our decision distinguished “internal corporate claims,” which are quintessential internal-affairs claims that cannot be kept from the courts of the state of incorporation through forum-selection

³² *Certain Underwriters at Lloyds, London v. Chemtura Corp.*, 160 A.3d 457, 464 (Del. 2017) [hereinafter *Chemtura*].

³³ *CDX Holdings, Inc. v. Fox*, 141 A.3d 1037, 1041 (Del. 2016).

³⁴ *Sunder Energy, LLC v. Jackson*, 332 A.3d 472, 490–91 (Del. 2024).

³⁵ Opening Br. at 26.

³⁶ *Edgar v. MITE Corp.*, 457 U.S. 624, 645 (1982).

³⁷ 227 A.3d 102, 131 (Del. 2020).

provisions,³⁸ from the broader category of “‘intra-corporate’ claims,”³⁹ which need not be brought in the courts of the state of incorporation under the internal-affairs doctrine.⁴⁰ We concluded that federal-forum provisions regulate intra-corporate claims.⁴¹ So can forum-selection clauses. It follows that disputes over forum-selection clauses are themselves intra-corporate claims, not internal-affairs claims. So a choice-of-law analysis is appropriate for a forum-selection-clause dispute.

(15) Both the Unit and Partnership Agreements contain a Delaware choice-of-law provision. Our courts follow the test adopted by the Restatement (Second) of Conflict of Laws when deciding whether to enforce a contractual choice-of-law provision.⁴² Under the Restatement test, these provisions are enforceable unless either

(a) the chosen state has no substantial relationship to the parties or the transaction and there is no other reasonable basis for the parties’ choice, or

(b) application of the law of the chosen state would be contrary to a fundamental policy of a state which has a materially greater interest than the chosen state in the determination of the particular issue and which, under the rule of § 188, would be the state of the applicable law in the absence of an effective choice of law by the parties.⁴³

³⁸ *Id.* at 117; 8 *Del. C.* § 115.

³⁹ *Salzberg*, 227 A.3d at 124–25.

⁴⁰ *Id.* at 119–20.

⁴¹ *Id.* at 114.

⁴² *Chemtura*, 160 A.3d at 464.

⁴³ RESTATEMENT (SECOND) OF CONFLICT OF LAWS § 187(2) (AM. L. INST. 1991) [hereinafter RESTATEMENT at ____].

These exceptions are enumerated in the disjunctive—that is, if either applies, then the court is not bound to apply the law chosen by the parties. The Court of Chancery concluded that the challenged choice-of-law provision “passes muster under the first step but fails under the second.”⁴⁴ As we will explain later, we agree with the Court of Chancery’s conclusion that Delaware law conflicts with a fundamental policy of the default state, Oklahoma.

(16) The “default state” is the state with “the most significant relationship to the transaction and the parties” with respect to the particular issue.⁴⁵ As we observed in *Chemtura*, the Restatement offers multiple “layers of guidance for determining the state with the most significant relationship to the dispute and thus the applicable state law.”⁴⁶ In this case, the most helpful guidance is found in § 188, which addresses the contacts to be taken into account in contract disputes. They are:

(a) the place of contracting, (b) the place of negotiation of the contract, (c) the place of performance, (d) the location of the subject matter of the contract, and (e) the domicile, residence, nationality, place of incorporation and place of business of the parties.⁴⁷

⁴⁴ *Rushmore*, --- A.3d ---, 2026 WL 1679305, at *9.

⁴⁵ RESTATEMENT at § 188.

⁴⁶ *Chemtura*, 160 A.3d at 465 (consulting §§ 6, 188, and 193 of the Restatement to determine applicable law in an insurance coverage dispute involving environmental claims against the insured in more than one state).

⁴⁷ *Id.* (quoting RESTATEMENT at § 188(2)).

Following the Restatement, “these contacts are to be evaluated according to their relative importance with respect to the dispute.”⁴⁸

(17) A contract-law policy may be “fundamental” if it is “embodied in a statute which makes one or more kinds of contracts illegal or which is designed to protect a person against the oppressive use of superior bargaining power.”⁴⁹ It follows, in our view, that a policy may also be fundamental if it is embodied in case law making one or more kinds of contracts illegal or protecting a person against the oppressive use of superior bargaining power.

(18) The default state for the Unit Agreement is Oklahoma. First, the place of contracting for the Unit Agreement is Oklahoma, where Stoops signed the contract.⁵⁰ Rushmore agrees that Oklahoma is the place of contracting.⁵¹ Second, the place of negotiation is neutral, because the parties negotiated minimally⁵² and, in any event, “conduct[ed] their negotiations from separate states.”⁵³ Third, the place of performance is Oklahoma, as the Unit Agreement is a contract for provision of equity “in consideration for the provision of services . . . by [Stoops],”⁵⁴ and

⁴⁸ *Focus Fin. Partners, LLC v. Holsopple*, 241 A.3d 784, 805 (Del. Ch. 2020) (quoting RESTATEMENT at § 188(2)).

⁴⁹ RESTATEMENT at § 187 cmt. g.

⁵⁰ J.A. at A2082.

⁵¹ Reply Br. at 12.

⁵² *Rushmore*, --- A.3d ---, 2026 WL 1679305, at *3, *11.

⁵³ RESTATEMENT at § 188 cmt. e (“This contact is of less importance when there is no one single place of negotiation and agreement.”).

⁵⁴ J.A. at A48.

Stoops provided the services in Oklahoma.⁵⁵ Rushmore argues that the place of performance is Delaware—or at least neutral—because the Incentive Units exist in both Delaware and Oklahoma, depending on whether they are vested.⁵⁶ But this argument confuses the place of performance with the location of the subject matter. The contract was performed by Stoops working for Bluepeak and earning vested Units over time. Stoops worked for Bluepeak in Oklahoma. Fourth, the location of the subject matter of the contract is neutral, because Rushmore granted the Units from its state of formation, Delaware, and Stoops worked in Oklahoma. Stoops argues that the location of the subject matter of the contract is Oklahoma because the subject matter is Stoops’s employment.⁵⁷ But the subject matter is granting Incentive Units in return for Stoops’s work. The unvested units reside in Delaware, where Rushmore is domiciled, and the vested units reside in Oklahoma with Stoops. Fifth, the domicile of the parties is neutral because Stoops resides in Oklahoma and Rushmore is a Delaware limited partnership. Balancing these factors, we conclude that the Restatement factors favor Oklahoma, making it the “default state” for the choice-of-law inquiry.

(19) And like the Court of Chancery, we conclude that an actual conflict exists between Oklahoma and Delaware law over the enforceability of the

⁵⁵ *Id.* at A2082.

⁵⁶ Opening Br. at 25.

⁵⁷ Answering Br. at 26.

Partnership Agreement’s forum-selection clause. In reaching this conclusion, we limit our review to the issue necessary to resolve this appeal—the conflict between Delaware and Oklahoma law regarding enforcement of forum-selection clauses.

(20) Oklahoma’s test for enforcing forum-selection clauses comes from the Court of Appeals decision *Eads v. Woodmen of the World Life Insurance Society*, the highest court in Oklahoma to consider the issue.⁵⁸ The *Eads* court highlighted several factors that suggested that the forum-selection clause at issue was unreasonable: (1) “no bargaining or negotiating occurred concerning the choice of forum provision,” (2) “the provision [was] included in a form contract which Eads argues he was forced to sign in order to retain his job,” (3) the clause was “‘unreasonably favorable’ to Defendant,” and (4) the clause was “the result of unequal or unfair bargaining power.”⁵⁹ The court also suggested that the “party seeking to avoid the contract provision should be able ‘to show that trial in the

⁵⁸ 785 P.2d 328 (Okla. Civ. App. 1989). The Court of Chancery relied on the “Oklahoma Access Statute”—found at Title 15, Section 216 of the Oklahoma Statutes. That statute voids any contract provision that restricts a party from “enforcing his rights under the contract by the usual legal proceedings in the ordinary tribunals.” *Rushmore*, --- A.3d ---, 2026 WL 1679305, at *14 (quoting Okla. Stat. Tit. 15 § 216). But requiring access to “the ordinary tribunals” is not the same as having a fundamental policy against enforcing forum selection clauses. *Gemini Techs., Inc. v. Smith & Wesson Corp.*, cited by the Court of Chancery, does not compel interpreting the Oklahoma statute to preclude enforcement of forum-selection clauses. 931 F.3d 911, 916 (9th Cir. 2019). The Idaho statute in that case, unlike the Oklahoma statute, voids any contract provision that restricts a party “from enforcing his rights under the contract in Idaho tribunals.” *Id.* (quoting Idaho Code § 29-110(1)). The Oklahoma statute only preserves a right to enforce contracts in ordinary tribunals, meaning a judicial forum, not Oklahoma tribunals.

⁵⁹ *Eads*, 785 P.2d at 331.

contractual forum will be so gravely difficult and inconvenient that he will for all practical purposes be deprived of his day in court.”⁶⁰

(21) We note, however, that Oklahoma courts are not uniform in their application of *Eads*. *Adams v. Bay Limited* considered the *Eads* factors disjunctive:

If a contract was not negotiated by the parties, or is the result of overreaching or of the unfair use of unequal bargaining power, or if the forum chosen by the parties would be a seriously inconvenient one for the trial of the action, it may be found invalid. A “form” contract may be evidence of unfair advantage of one party over the other.⁶¹

Howard Family Charitable Foundation, Inc. v. Trimble also used a disjunctive test:

“A standard of ‘unfair or unreasonable’ may be applied to invalidate forum selection clauses which the parties have not negotiated or discussed . . . or [if] there is an absence of meaningful choice.”⁶² These cases suggest that lack of negotiation by itself is enough to satisfy the *Eads* “unfair or unreasonable” test. *Burggraf Services*, on the other hand, applied a test based specifically on “unfair use of unequal bargaining power.”⁶³ The *Burggraf Services* court “conclude[d] the forum selection clause was unenforceable because there is no evidence it was negotiated, and

⁶⁰ *Id.* (quoting *The Bremen v. Zapata Off-Shore Co.*, 407 U.S. 1, 18 (1972)).

⁶¹ 60 P.3d 509, 510–11 (Okla. Civ. App. 2002) (internal citations omitted).

⁶² 259 P.3d 850, 862 (Okla. Civ. App. 2011) (quoting *Eads*, 785 P.2d at 331); *see also STI Trucking, LLC v. Santa Rosa Operating, LLC*, 2021 WL 3604609, at *9 (N.D. Okla. Aug. 13, 2021) (“[A] forum selection clause may be found invalid where the parties have not negotiated or agreed upon it as a term of their contract.”).

⁶³ *Burggraf Servs., Inc. v. H2O Solutions*, 369 P.3d 52, 55 (Okla. Civ. App. 2014) (citing *Eads*, 785 P.2d at 331).

Defendants had relatively little bargaining power.”⁶⁴ Although its interpretation of the *Eads* test is not clearly disjunctive, *Burggraf Services* does not explicitly require additional factors beyond lack of negotiation to demonstrate unequal bargaining power. It does not require all the factors listed in *Eads*. Lack of negotiation of a forum-selection clause seems to be sufficient to render the clause void under Oklahoma law.

(22) Our review of these Oklahoma court decisions persuades us that Delaware law conflicts with a fundamental policy of Oklahoma law regarding the enforcement of forum-selection clauses. Delaware courts will typically enforce unnegotiated, otherwise-valid forum-selection clauses,⁶⁵ but Oklahoma courts will only enforce a forum-selection clause that the parties specifically negotiated or discussed.⁶⁶ Because there is a conflict between the law of the chosen state and the law of the default state, the law of the default state—Oklahoma—governs the interpretation of the Partnership Agreement’s forum-selection clause.

(23) Turning to the forum-selection clause at issue here, we predict that Oklahoma would not enforce the forum-selection clause in the Partnership

⁶⁴ *Id.*

⁶⁵ *UBE Holdings, LLC v. Drakulic*, 2021 WL 1716966, at *10 (Del. Ch. Mar. 2, 2026) (“Most of the time, Delaware law will hold a party to the terms of the agreement she executed even if she never read the agreement.”); *Mack v. Rev. Worldwide, Inc.*, 2020 WL 7774604, at *7 (Del. Ch. Dec. 30, 2020) (“[W]here a party has freely and voluntarily agreed to a contractual scheme in which his will may be superseded and subsumed by the will of his counterparties, he has consented to a forum-selection clause imposed through that scheme,” even if he did not negotiate the clause.).

⁶⁶ *Eads*, 785 P.2d at 331.

Agreement. It is undisputed that Stoops and Rushmore did not negotiate or discuss the forum-selection clause, as Stoops did not receive the Partnership Agreement containing the clause before he signed the Joinder Agreement binding him to the Partnership Agreement.⁶⁷

(24) We therefore affirm the Court of Chancery's denial of the preliminary injunction and its dismissal of this case for lack of personal jurisdiction. Stoops is an Oklahoma resident with no Delaware contacts. Neither party argues any basis for Delaware's jurisdiction over him except for the forum-selection clause. Because Oklahoma law controls and Oklahoma will not enforce a forum-selection clause that was not specifically negotiated or discussed, the forum-selection clause is unenforceable. Without that clause, Delaware has no personal jurisdiction over Stoops. The Court of Chancery properly dismissed this case for lack of personal jurisdiction and denied the request for a preliminary injunction.

NOW, THEREFORE, IT IS ORDERED that the Court of Chancery's Opinion Denying Preliminary Injunction be AFFIRMED.

BY THE COURT:

/s/ Gary F. Traynor
Justice

⁶⁷ *Rushmore*, --- A.3d ---, 2026 WL 1679305, at *5–6.