

COURT OF CHANCERY OF THE STATE OF DELAWARE

Kelly Roofing Holdings, LLC and Reliant Roofing, LLC d/b/a Kelly Roofing v. Chantelle A. Flores and Integrity Roofing and Gutters, Inc.

Kelly Roofing · No. C.A. No. 2025-1049-BWD · Decided June 4, 2026

SUMMARY

The Delaware Court of Chancery resolves defendants’ motion to dismiss an action involving an asset purchase agreement, restrictive covenants, and related employment litigation. The court holds that the asset purchase agreement’s forum selection clause requiring submission to the exclusive jurisdiction of Delaware courts is mandatory and that plaintiffs did not waive the clause by filing separate employment-agreement claims in Florida. The court dismisses Count III because injunctive relief is a remedy rather than an independent cause of action, but otherwise denies the motion to dismiss.

CASE DETAILS

COURT	Court of Chancery of the State of Delaware
WRITING FOR THE COURT	David, V.C.
JURISDICTION	Court of Chancery of the State of Delaware
DECIDED	June 4, 2026
DOCKET	C.A. No. 2025-1049-BWD
DISPOSITION	other
PROCEDURAL POSTURE	Defendants moved under Court of Chancery Rules 12(b)(3) and 12(b)(6) to dismiss an amended complaint. They sought deference to a first-filed Florida action under <i>McWane</i> , arguing that the APA's Delaware forum-selection clause was permissive or had been waived, and separately argued that Count III failed to state a claim because it sought injunctive relief rather than asserting an independent cause of action.
STANDARD OF REVIEW	On a Rule 12(b)(3) motion, the court may consider extrinsic evidence from the outset. Contract language is interpreted according to its ordinary meaning when clear and unambiguous. On a Rule 12(b)(6) motion, the court determines whether the complaint states a legally cognizable claim; injunctive relief is a remedy rather than a cause of action.

PRECEDENTIAL VALUE	published Delaware Court of Chancery memorandum opinion
PARTIES	Kelly Roofing Holdings, LLC, Reliant Roofing, LLC d/b/a Kelly Roofing v. Chantelle A. Flores, Integrity Roofing and Gutters, Inc.

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QUESTIONS PRESENTED

1. Whether the APA's forum-selection provision, which states that an action may be instituted in Delaware courts and that each party irrevocably submits to their exclusive jurisdiction, is mandatory.
2. Whether plaintiffs waived the APA forum-selection provision by filing a Florida action to enforce the separate employment agreement.
3. Whether Count III, which sought injunctive relief for alleged contractual breaches without asserting an independent cause of action, stated a claim.

HOLDINGS

1. The APA's forum-selection provision is mandatory and designates Delaware as the exclusive forum for actions arising out of or based on the APA, its ancillary documents, or the contemplated transactions.
2. Plaintiffs did not waive their rights under the APA forum-selection provision by filing the Collier County Litigation in Florida to enforce the separate employment agreement.
3. Count III was properly dismissed because an injunction is a form of relief, not an independent cause of action.

KEY QUOTATIONS

“The Forum Selection Provision designates Delaware as the exclusive forum for this action and Defendants agreed not to argue otherwise.” (at 13)

“Injunctions are a form of relief, not a cause of action.” (at 16)

“For the reasons explained above, Count III of the Amended Complaint is dismissed. The Motion to Dismiss is otherwise DENIED.” (at 16)

FACTUAL BACKGROUND

The parties entered into an asset purchase agreement under which plaintiffs purchased the assets of Integrity Roofing and Gutters, Inc. The APA contained a forum-selection provision allowing suit in Delaware federal or state courts while stating that each party irrevocably submitted to the exclusive jurisdiction of those courts and

waived inconvenient-forum objections. Flores and Reliant also entered into a separate employment agreement containing a Florida and Southern District of Indiana forum provision. After plaintiffs terminated Flores and alleged misconduct and competition, the parties filed related lawsuits in Florida, and plaintiffs later brought this Delaware action concerning the APA.

PROCEDURAL HISTORY

Plaintiffs filed the Delaware action on September 17, 2025, and filed an amended complaint on October 17, 2025 alleging fraud in the inducement and breach of restrictive covenants in an asset purchase agreement. Defendants moved to dismiss on October 31, 2025. The court deferred ruling while proceedings concerning a preliminary injunction were pending; the parties later stipulated to a preliminary injunction, and the May 19, 2026 hearing was used for oral argument on the motion to dismiss. The court dismissed Count III but otherwise denied the motion.

DISPOSITION

other

CASES CITED

- *McWane Cast Iron Pipe Corp. v. McDowell-Wellman Engineering Co.*, 263 A.2d 281 (Del. 1970)
- *Ashall Homes Ltd. v. ROK Entertainment Group Inc.*, 992 A.2d 1239, 1245 (Del. Ch. 2010)
- *Troy Corp. v. Schoon*, 2007 WL 949441, at *2 (Del. Ch. Mar. 26, 2007)
- *Ingres Corp. v. CA, Inc.*, 8 A.3d 1143, 1145 (Del. 2010)
- *In re Bay Hills Emerging Partners I, L.P.*, 2018 WL 3217650, at *4-*5 (Del. Ch. July 2, 2018)
- *Grosvenor Orlando Associates v. HCP Grosvenor Orlando LLC*, 2013 WL 3215704, at *2 (Del. Ch. June 26, 2013)
- *Seidensticker v. Gasparilla Inn, Inc.*, 2007 WL 4054473, at *3 (Del. Ch. Nov. 8, 2007)
- *Manti Holdings, LLC v. Authentix Acquisition Co.*, 261 A.3d 1199, 1208 (Del. 2021)
- *Osborn ex rel. Osborn v. Kemp*, 991 A.2d 1153, 1160 (Del. 2010)
- *Mensah v. Bell*, 2023 WL 4683327, at *2 (C.D. Cal. June 5, 2023)
- *AGR Financial, L.L.C. v. Ready Staffing, Inc.*, 99 F. Supp. 2d 399, 400 (S.D.N.Y. 2000)
- *Ex parte Sunset Digital Communications, Inc.*, 377 So. 3d 501, 510 (Ala. 2022)
- *McWane, Inc. v. Lanier*, 2015 WL 399582, at *4, *10 (Del. Ch. Jan. 30, 2015)
- *Cargill, Inc. v. Lone Star Technologies, Inc.*, 2003 WL 230749, at *2 (Minn. Ct. App. Feb. 4, 2003)
- *Dirienzo v. Steel Partners Holdings L.P.*, 2009 WL 4652944, at *4 (Del. Ch. Dec. 8, 2009)
- *Realty Growth Investors v. Council of Unit Owners*, 453 A.2d 450, 456 (Del. 1982)
- *Naples Center for Dermatology & Cosmetic Surgery, PA v. Trisan*, 2025 WL 1276207, at *5 (Del. Ch. May 2, 2025)
- *Quadrant Structured Products Co. v. Vertin*, 102 A.3d 155, 203 (Del. Ch. 2014)

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