

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE

**Eric A. Knapp v. VGW Holdings Limited, VGW Luckyland, Inc.,
Fidelity National Information Services, Inc., and Worldpay, LLC**

Knapp · No. Civil Action No. 25-147-CFC · Decided March 12, 2026

SUMMARY

The United States District Court for the District of Delaware granted Fidelity National Information Services, Inc. and Worldpay, LLC’s motion to dismiss Eric A. Knapp’s amended complaint. The court held that the Terms of Service’s Delaware choice-of-law provision barred Knapp’s Florida statutory claims and that the civil conspiracy claim failed to satisfy Federal Rule of Civil Procedure 9(b). The court entered an order consistent with the memorandum opinion.

CASE DETAILS

COURT	United States District Court for the District of Delaware
WRITING FOR THE COURT	Colm F. Connolly
JURISDICTION	United States District Court for the District of Delaware
DECIDED	March 12, 2026
DOCKET	Civil Action No. 25-147-CFC
DISPOSITION	dismissed
PROCEDURAL POSTURE	Fidelity National Information Services, Inc. and Worldpay, LLC moved under Federal Rules of Civil Procedure 9(b) and 12(b)(6) to dismiss Knapp's amended complaint for failure to state a claim.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts factual allegations as true and views them in the light most favorable to the plaintiff, considering the complaint, documents incorporated by reference, and matters subject to judicial notice. Rule 9(b) requires fraud or mistake to be pleaded with particularity, including the who, what, when, where, and how of the events.
PRECEDENTIAL VALUE	unpublished district court memorandum opinion
PARTIES	Eric A. Knapp v. VGW Holdings Limited, VGW Luckyland, Inc., Fidelity National Information Services, Inc., Worldpay, LLC

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QUESTIONS PRESENTED

1. Whether the Delaware choice-of-law provision in VGW's Terms of Service barred Knapp from obtaining relief on statutory claims pleaded under Florida law.
2. Whether Knapp's civil conspiracy claim against Fidelity and Worldpay pleaded the defendants' knowledge and participation in the alleged fraud with the particularity required by Rule 9(b).
3. Whether Knapp's contention that the Terms of Service were void because they involved illegal gambling had already been resolved by the transferor court and was therefore barred by the law-of-the-case doctrine.

HOLDINGS

1. The Terms of Service's Delaware choice-of-law provision barred Knapp from obtaining relief on his Florida statutory claims; Counts I, II, III, and V therefore failed to state claims upon which relief could be granted against the Moving Defendants.
2. Knapp failed to plead with particularity facts plausibly showing that an individual associated with Fidelity or Worldpay knew VGW was engaged in illegal gambling or wrongful conduct, or when and how such knowledge arose. The civil conspiracy claim in Count IV therefore failed under Rule 9(b) and Rule 12(b)(6).
3. The transferor court's prior rejection of Knapp's argument that the Terms of Service were void because they involved illegal gambling was law of the case and could not be independently reconsidered absent an applicable exception.

FACTUAL BACKGROUND

Knapp alleged that VGW operated and marketed allegedly illegal internet gambling websites in Florida and that he registered for and used those websites in November 2023. He agreed to VGW's Terms of Service, which included Delaware choice-of-law and forum-selection provisions and an arbitration opt-out procedure. Fidelity and Worldpay, which were not signatories but claimed third-party-beneficiary status, allegedly processed payments for VGW and participated in the alleged unlawful conduct.

PROCEDURAL HISTORY

Knapp originally filed the action in Florida state court. The defendants removed it to the United States District Court for the Middle District of Florida, where Judge Mendoza denied Knapp's challenges to the validity and enforceability of the Terms of Service forum-selection clause and transferred the case to the District of Delaware. After transfer, Fidelity and Worldpay moved to dismiss the amended complaint.

DISPOSITION

dismissed

CASES CITED

- Umland v. Planco Financial, 542 F.3d 59, 64 (3d Cir. 2008)
- Tellabs, Inc. v. Makor Issues & Rights, Ltd., 551 U.S. 308, 322 (2007)
- In re Rockefeller Center Properties, Inc. Securities Litigation, 311 F.3d 198, 217 (3d Cir. 2002)
- Williams v. GlaxoSmithKline LLC, 2019 WL 211087, at *4 (D.S.C. Jan. 16, 2019)
- Jones v. Bock, 549 U.S. 199, 215 (2007)
- Hayman Cash Register Co. v. Sarokin, 669 F.2d 162, 164, 169-70 (3d Cir. 1982)
- Atlantic Marine Construction Co. v. United States District Court for the Western District of Texas, 571 U.S. 49, 65 (2013)
- Sycamore Partners Mgmt., L.P. v. Endurance Am. Ins. Co., 2021 WL 761639, at *1 (Del. Super. Ct. Feb. 26, 2021)
- Johnson v. Ace Cash Express, Inc., 2014 WL 3721947, at *5 (D. Del. July 24, 2014)

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