

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE

Innovative V, LLC d/b/a TPH Academy v. The St. James Sports & Wellness Complex LLC

Innovative V · No. 1:25-cv-01055-JCG · Decided June 8, 2026

SUMMARY

The United States District Court for the District of Delaware granted in part and denied in part Defendant’s motion to dismiss and motion to strike in a dispute involving an agreement to operate a sports academy. The Court denied dismissal of the breach-of-contract claim concerning alleged interference with TPH Academy’s relationship with K12 and held that Delaware law governed the plaintiff’s tort claims under the agreement’s choice-of-law provision. The Court denied the request to strike punitive damages but struck the jury demand as to the breach-of-contract claims.

CASE DETAILS

|                       |                                                                                                                                                                                                                                                                                                                   |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COURT                 | United States District Court for the District of Delaware                                                                                                                                                                                                                                                         |
| WRITING FOR THE COURT | Jennifer Choe-Groves                                                                                                                                                                                                                                                                                              |
| JURISDICTION          | United States District Court for the District of Delaware                                                                                                                                                                                                                                                         |
| DECIDED               | June 8, 2026                                                                                                                                                                                                                                                                                                      |
| DOCKET                | 1:25-cv-01055-JCG                                                                                                                                                                                                                                                                                                 |
| DISPOSITION           | other                                                                                                                                                                                                                                                                                                             |
| PROCEDURAL POSTURE    | Defendant moved under Federal Rule of Civil Procedure 12(b)(6) to partially dismiss the Second Amended Complaint and moved to strike the prayer for punitive damages and the demand for a jury trial. The court granted the motion in part and denied it in part.                                                 |
| STANDARD OF REVIEW    | Under Rule 12(b)(6), the court accepts well-pleaded factual allegations as true, draws reasonable inferences in favor of the nonmovant, and asks whether the complaint states a claim for relief that is plausible on its face. Conclusory assertions and threadbare recitals of claim elements are insufficient. |
| PRECEDENTIAL VALUE    | Unpublished district court opinion; persuasive authority only                                                                                                                                                                                                                                                     |

TOPICS

- motions to dismiss
- contract interpretation
- waiver
- civil procedure
- commercial litigation

## PRACTICE AREAS

civil procedure

contracts

commercial litigation

torts

remedies

## QUESTIONS PRESENTED

1. Whether the Second Amended Complaint plausibly alleged that St. James breached the agreement's non-solicitation provisions by interfering with TPH Academy's relationship with K12.
2. Whether the agreement's Delaware choice-of-law provision governed Plaintiff's tortious interference and unfair competition claims.
3. Whether Plaintiff's prayer for punitive damages should be stricken.
4. Whether the contractual jury-trial waiver applied to all of Plaintiff's claims or only to the breach-of-contract claims.

## HOLDINGS

1. Count II stated a plausible claim for breach of the agreement's non-solicitation provision. At the pleading stage, K12's status as an independent contractor was plausible, and the alleged communications between St. James and K12 supported a reasonable inference that St. James influenced K12's termination of its agreement with TPH Academy.
2. The agreement's broad Delaware choice-of-law provision governed Plaintiff's tortious interference and unfair competition claims because those claims related to the agreement.
3. The request to strike Plaintiff's prayer for punitive damages was denied because the court was not dismissing Plaintiff's tort claims.
4. The jury-trial waiver applied to Plaintiff's breach-of-contract claims, but the court declined to interpret it broadly enough to waive a jury trial unequivocally for Plaintiff's tort claims.

## KEY QUOTATIONS

*"At this stage, accepting the factual allegations as true and drawing all reasonable inferences in favor of nonmovant Plaintiff, K12's status as an independent contractor is plausible, and the Court expects that further discovery will provide insight into the context of the Agreement and the exact nature of the relationship between K12 and TPH Academy."* (I)

*"The Court concludes that Delaware law shall govern Plaintiff's tort claims."* (II)

*"The Court declines to interpret the jury trial waiver broadly and such that a jury demand for all of Plaintiff's claims was waived unequivocally."* (IV)

## FACTUAL BACKGROUND

TPH Academy and St. James entered into a three-year agreement in March 2024 for TPH Academy to establish and operate an academy at St. James's sports complex. TPH Academy alleged that St. James terminated the agreement in July 2025 based on a purported material breach and thereafter continued operating the academy using TPH Academy's personnel, school-solution relationships, practices, name, and logo. TPH Academy also

alleged that St. James sought a proposal directly from K12 and influenced K12 to terminate its memorandum of understanding with TPH Academy.

## PROCEDURAL HISTORY

Plaintiff filed the action on August 22, 2025, asserting breach of contract, tortious interference, and unfair competition. After prior motions to dismiss became moot upon amendment, Plaintiff filed the Second Amended Complaint on February 9, 2026. Defendant then filed the present partial motion to dismiss and motion to strike.

## DISPOSITION

other

## CASES CITED

- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Bell Atl. Corp. v. Twombly, 550 U.S. 544, 555–56, 570 (2007)
- Market Am., Inc. v. Google, Inc., No. 09-494-GMS, 2011 WL 1485616, at \*3 (D. Del. Apr. 19, 2011)
- Gloucester Holding Corp. v. U.S. Tape and Sticky Prods., LLC, 832 A.2d 116, 124 (Del. Ch. 2003)
- Pharmathene, Inc. v. Siga Techs., Inc., No. 2627–VCP, 2008 WL 151855, at \*7 (Del. Ch. 2008)
- Weil v. Morgan Stanley DW Inc., 877 A.2d 1024, 1032–33 (Del. Ch. 2005), aff’d, 894 A.2d 407 (Del. 2005)
- Aetna Ins. Co. v. Kennedy, 301 U.S. 389, 393 (1937)
- Tracinda Corp. v. DaimlerChrysler AG, 502 F.3d 212, 222 (3d Cir. 2007)
- First Union Nat’l Bank v. United States, 164 F. Supp. 2d 660, 663 (E.D. Pa. 2001)