

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

VANESSA SOBOTTA,)	
)	
Plaintiff,)	
)	
v.)	C.A. No. 2025-1097-DG
)	
RETURN LOGIC, INC.,)	UNDER SEAL¹
)	
Defendant.)	

**ORDER DISMISSING PLAINTIFF’S DEMAND
TO INSPECT ADDITIONAL BOOKS AND RECORDS**

WHEREAS:

A. This is an action by Plaintiff Vanessa Sobotta to compel Defendant Return Logic, Inc., to produce and permit Plaintiff to inspect certain books and records. Plaintiff is a stockholder of ReturnLogic and continuously held her shares “at all relevant times.”²

B. On July 23, 2025, Plaintiff initiated a separate action against ReturnLogic, challenging the sufficiency of notice for and validity of certain

¹ This report is being issued under seal to protect confidential information that may not have been made public on the docket. *See, e.g.*, Dkt. 1. Under Court of Chancery Rule 5.1, I will unseal this report unless, by December 3, 2025, either party files a notice stating the grounds for any continued restriction and requesting determination whether good cause exists, therefor.

² Pl.’s Ver. 220 Compl. (“Compl.”) ¶¶ 1, 5; Compl., Ex. A; Def.’s Ans. to Compl. (“Ans.”) ¶¶ 1, 5 (admitting to Pl.’s S’holder status).

stockholder consents executed between October 2024 and July 2025 (“Section 228 Action”).³

C. In the Section 228 Action, Plaintiff alleged that she never received copies of the stockholder consents or any notice for such actions.⁴ Plaintiff also alleged that ReturnLogic executed these consents without convening a stockholder meeting.⁵

D. Plaintiff petitioned this Court for relief, seeking a declaratory judgment that ReturnLogic violated 8 *Del. C.* § 228(e), an order compelling ReturnLogic to produce “all executed written stockholder consents and related § 228(e) notices[,]” and to enjoin ReturnLogic from taking additional action based on these consents until it complies with Section 228(e).⁶

E. On July 30, Plaintiff sent a letter to two of ReturnLogic’s directors and its registered agent.⁷ In her letter, Plaintiff laid out a series of allegations against ReturnLogic’s board, and asked ReturnLogic to “provide

³See Pl.’s Ver. Compl. for Violation of 8 *Del. C.* § 228(e), *Sobotta v. ReturnLogic, Inc.*, C.A. No. 2025-0897-CDW (Del. Ch.), Dkt. 1 (*hereinafter* 228 Compl.). The 228 action is still ongoing, and the Court recently denied Plaintiff’s motion for summary judgment. *See generally* *Sobotta v. ReturnLogic, Inc.*, C.A. No. 2025-0854-CDW (Del. Ch.), Dkt. 8–12. The Court may take judicial notice of “the records of the court in which the action is pending[.]” D.R.E. 202(d)(1)(C).

⁴ Section 228 Compl. ¶¶ 11–12.

⁵ *Id.* ¶ 11.

⁶ 228 Compl. ¶¶ A–D (the Prayer for Relief clauses).

⁷ Compl., Ex. B at *1.

a written response . . . addressing the matters [Plaintiff] outlined” in her letter.⁸

F. On August 21, Plaintiff served her demand to inspect books and records under 8 *Del. C.* § 220 (“Demand”) on ReturnLogic.⁹ The Demand articulated two purposes for Plaintiff’s desire to inspect five categories of records, namely, valuation and investigating potential mismanagement.¹⁰

G. Plaintiff demanded to inspect:

- 1. Board and Shareholder Approvals:** All minutes, resolutions, and written consents of the Board of Directors any committee thereof, and the stockholders, relating to: [1] Any financing transaction, recapitalization, equity issuance, or debt conversion; [2] Any proposed sale, acquisition, or other material corporate transaction; [3] The appointment or removal of any director or officer; [4] Any delegation of authority to act on behalf of [ReturnLogic]; [5] Any amendments to [ReturnLogic’s] Certificate of Incorporation or Bylaws.
- 2. Capitalization and Ownership:** All capitalization tables, stock ledgers, equity grant ledgers, and related schedules showing issued and outstanding share, options, warrants, and convertible securities; and all agreements or instruments relating to the issuance, purchase,

⁸ Compl., Ex. B at *1–3.

⁹ Compl. ¶ 7; Compl., Ex. C (*hereinafter* Demand).

¹⁰ Demand at *1–2. Plaintiff maintains that she has three purposes, but two of her stated purposes conceivably involve investigating potential corporate wrongdoing and mismanagement. *See id.* at *1.

transfer, or conversion of [ReturnLogic's] securities.

3. **Closing and Transaction Materials:** All final executed closing sets, including schedules and exhibits, for any financing transaction, recapitalization, equity issuance, debt conversions, sale, or other material corporate transaction.
4. **Valuations and Analyses:** All valuations, fairness opinions, financial models, and similar analyses prepared for, or provided to, the Board of Directors or any committee thereof, relating to any financing transaction, recapitalization, equity issuance, conversion, sale, or other material corporate transaction.
5. **Shareholder Notices:** All notices sent to stockholder pursuant to 8 *Del. C.* § 228(e) for any actions taken by written consent since August 1, 2024.¹¹

H. Plaintiff included a verification and proof of stock ownership that complied with § 220(b)(1).¹²

I. ReturnLogic responded to the Demand on August 25.¹³ ReturnLogic addressed in writing each of Plaintiff's inquiries, and it informed Plaintiff that it was "investigating certain . . . actions" Plaintiff took "while an officer and employee" of ReturnLogic.¹⁴

¹¹ Demand at *2.

¹² See Compl., Ex. A (certificate of stock ownership), C (photocopy of Plaintiff's demand, with attached notarized verification); 8 *Del. C.* § 220(b)(1).

¹³ Compl., Ex. D.

¹⁴ Compl., Ex. D. The response asked Plaintiff to preserve potentially relevant evidence. *Id.*

J. ReturnLogic sent a follow up letter, providing additional detail, on September 5.¹⁵ Although it believed the Demand was “deficient in numerous respects,” ReturnLogic agreed to “undertake a reasonable search and produce [certain] documents . . . subject to [Plaintiff executing] an appropriate confidentiality agreement.”¹⁶ ReturnLogic attached a proposed confidentiality agreement (“NDA”) to the letter.¹⁷ Plaintiff did not respond to Defendant’s letter or propose changes to the proposed NDA.

K. On September 26, Plaintiff filed her Verified Complaint (“Complaint”) to inspect ReturnLogic’s books and records pursuant to 8 *Del. C.* § 220(c).¹⁸

L. The Complaint alleges that Defendant responded to Plaintiff’s Demand on August 25 and September 5.¹⁹ Plaintiff alleges expressly that she “declined the NDA” because it prohibited her from investigating “fiduciary

¹⁵ Compl., Ex. E.

¹⁶ *Id.* at *1–2.

¹⁷ *See id.* at *2; Compl. Ex. F (*hereinafter* “NDA”).

¹⁸ Compl. ¶ 3; 8 *Del. C.* § 220(c).

¹⁹ Compl. ¶ 8.

misconduct[.]”²⁰ The Complaint alleges that Defendant’s proposed NDA created an “effective denial” of her Demand.²¹

M. The Complaint alleges that Plaintiff satisfied all statutory requirements for inspection under Section 220.²²

N. On October 6, Plaintiff wrote to the Court, stating that she had proposed a case schedule to ReturnLogic’s counsel on September 30, but counsel had not responded.²³ Plaintiff expressed her “willingness to sign the Court’s standard confidentiality stipulation.”²⁴ Plaintiff asked the Court to enter an attached, proposed scheduling order, which directed the parties to sign the Court’s form confidentiality stipulation and ordered Defendant to produce “all responsive and non-privileged documents to Plaintiff[.]”²⁵

²⁰ Compl. ¶ 9. *Contra* NDA §§ 4(c) (permitting Plaintiff to share the records with an attorney to “evaluate her rights as a stockholder” subject to confidentiality), 5(b)–(c) (stating if Plaintiff wished to use the records to initiate legal action, she would obtain and maintain confidential treatment).

²¹ Compl. ¶ 14. *Contra* 8 *Del. C.* § 220(b)(3) (“The corporation may impose reasonable restrictions on the confidentiality, use, or distribution of books and records[.]”).

²² Compl. ¶ 15,

²³ Dkt. 5.

²⁴ *Id.* at *1–2.

²⁵ [PROPOSED] SCHED. ORDER ¶¶ 1–2, Dkt. 5.

O. Ninety (90) minutes after Plaintiff filed her proposed schedule, ReturnLogic’s counsel entered their appearance.²⁶

P. The Court, unaware of ReturnLogic’s entry of appearance, entered Plaintiff’s proposed scheduling order (“Scheduling Order”) the next day and set the matter for a one-day trial to be held on November 24.²⁷

Q. On October 9, the parties stipulated to a standard confidentiality stipulation, which the Court entered the same day.²⁸

R. On October 22, Plaintiff filed a motion to compel ReturnLogic to make a “complete production.”²⁹

S. On October 28, ReturnLogic filed its Answer to the Complaint.³⁰ ReturnLogic highlighted in its responses that it offered on September 5 to produce records to Plaintiff subject to the execution of a confidentiality stipulation and that Plaintiff failed to respond.³¹ ReturnLogic raised

²⁶ See Dkt. 7.

²⁷ Dkt. 8. The Court was also not aware at this time that the parties’ related action was pending before another jurist on the Court.

²⁸ Dkt. 9–10. To my eye, the parties’ stipulated order does not vary significantly from the NDA Defendants had proposed when they agreed to search for and produce records. *Compare* NDA with Dkt. 10.

²⁹ Dkt. 12.

³⁰ Dkt. 13.

³¹ *E.g.*, Ans. ¶¶ 14-16.

affirmative defenses, including mootness, representing that it had produced the records requested in Plaintiff's Demand.³²

T. On November 5, ReturnLogic filed its opposition to Plaintiff's motion to compel complete production.³³ ReturnLogic claimed that it provided all records responsive to Plaintiff's Demand and, as to records Plaintiff asserted were missing, that ReturnLogic was not aware of any documents responsive to her requests.³⁴

U. On October 28, the Court denied Plaintiff's motion to compel complete production.³⁵

V. On November 3, the Court ordered the parties to schedule a status conference at their earliest convenience.³⁶

W. The Court held the status conference on November 12.³⁷ The Court discussed with the parties whether the trial scheduled for November 24 was still necessary. The Court ordered Plaintiff to review Section 220 and to meet and confer with Defendant by telephone or Zoom.³⁸ The Court asked

³² Ans. Second Affirmative Defense.

³³ Dkt. 17.

³⁴ *See generally* Dkt. 17.

³⁵ Dkt. 14.

³⁶ Dkt. 15–16.

³⁷ Dkt. 18.

³⁸ *Id.*

the parties to inform the Court after the meet and confer whether “any outstanding issues have been resolved and if they still intend to bring this matter to trial” on November 24.³⁹

X. On November 19, the parties submitted a joint status report to the Court.⁴⁰ The parties confirmed that they held a meet and confer on November 17 and “agreed to continue meeting and conferring in good faith.”⁴¹ The Court then began to prepare for the scheduled trial.

IT IS ORDERED, this 21st day of November 2025, that:

1. Plaintiff’s complaint must be **DISMISSED**. Plaintiff failed to comply with Section 220’s form and manner requirements because she filed this action in the absence of a denial from ReturnLogic. Accordingly, Plaintiff’s request to recover her fees and costs is also **DENIED**.⁴²

2. Because Plaintiff has received documents from ReturnLogic, the parties’ stipulated confidentiality order remains binding.⁴³

³⁹ *Id.*

⁴⁰ Dkt. 20.

⁴¹ *Id.* at *1.

⁴² To the extent that Plaintiff requests an award of attorneys’ fees, those are not available to a self-represented litigant. *See, e.g., Hammann v. Admais Pharm. Corp.*, 2023 WL 5424109, at *10 (Del. Ch. Aug. 23, 2023) (quoting *Adams v. Calvarese Farms Maint. Corp., Inc.*, 2010 WL 3944961, at *24 (Del. Ch. Sep. 17, 2010)) (“Delaware, like many other states, does not grant attorneys’ fees to self-represented litigants.” (internal quotations omitted)).

⁴³ *See* Dkt. 10.

3. “Stockholders of Delaware corporations enjoy a qualified right to inspect the corporation's books and records.”⁴⁴ “Delaware law allows a stockholder a statutory right to inspect the books and records of a corporation so long as certain formal requirements are met, and the inspection is for a proper purpose.”⁴⁵ ⁴⁶

4. The form and manner requirements are not just “a precondition” to inspection.⁴⁷ They are “mandatory statutory procedural standing requirements.”⁴⁸ Failure to satisfy them is “statutorily fatal” to both a stockholder's inspection demand and to a subsequent enforcement action.⁴⁹

5. “The Delaware Supreme Court has held that a stockholder must comply with ‘the form and manner of making the demand . . . *before* the

⁴⁴ *Cent. Laborers Pension Fund v. News Corp.*, 45 A.3d 139, 144 (Del. 2012) (quoting *Saito v. McKesson HBOC, Inc.*, 806 A.2d 113, 116 (Del. 2002)) (quotes omitted).

⁴⁵ *Id.* (quoting *Kaufman v. CA, Inc.*, 905 A.2d 749, 753 (Del. Ch. 2006)) (quotations omitted).

⁴⁶ *See* 8 *Del. C.* § 220(b)(1). Plaintiff satisfied this requirement. *See* 8 *Del. C.* § 220 (a)(5) (defining “Under Oath” as “statements the declarant affirms to be true under penalty of perjury” under any state or federal law); 18 Pa. Cons. Stat. Ann. § 4903(b) (West) (listing making a false statement sworn before a notary is a crime in the subchapter including perjury). Plaintiff appears to have met the requirements of subsections (b)(1) and (2), but it is not necessary to make that determination.

⁴⁷ *Cent. Laborers Pension Fund*, 45 A.3d at 141.

⁴⁸ *Cent. Laborers Pension Fund*, 45 A.3d at 141.

⁴⁹ *Barkan*, 2025 WL 1088821, at *5 (quoting *Cent. Laborers Pension Fund*, 45 A.3d at 141, 144).

corporation determines whether the inspection request is for a proper purpose.”⁵⁰ “Absent such procedural compliance, the stockholder has not properly invoked the statutory right to seek inspection, and consequently, the corporation has no obligation to respond.”⁵¹ “Nothing in Section 220’s plain text or well-developed jurisprudence leaves room for circumventing the form and manner requirements.”⁵²

6. “Upon receiving a demand, the corporation has five business days to respond before the stockholders may file suit to compel inspection.”⁵³ If the company refuses inspection . . . the stockholder may commence an action.⁵⁴

7. Plaintiff served the Demand on ReturnLogic on August 21.⁵⁵ Plaintiff alleged that ReturnLogic responded initially on August 25—four days later—and in greater detail on September 5.⁵⁶ In its September 5

⁵⁰ *Id.* (quoting *Cent. Laborers Pension Fund*, 45 A.3d at 144) (emphasis in original).

⁵¹ *Cent. Laborers Pension Fund*, 45 A.3d at 144.

⁵² *Barkan*, 2025 WL 1088821, at *5.

⁵³ *Id.* at *6 (citing 8 *Del. C.* § 220(c)).

⁵⁴ 8 *Del. C.* § 220(c).

⁵⁵ Compl. ¶ 7; *see also* Demand.

⁵⁶ Compl., Ex. D–E; Compl. ¶ 8; Ans. ¶¶ 8, 15 (denying Plaintiff met all statutory requirements).

response, ReturnLogic offered to produce records conditioned on Plaintiff executing a confidentiality agreement.⁵⁷

8. Section 220 explicitly gives corporations the right to condition “producing books and records to a stockholder under *any demand*” on “reasonable restrictions on the confidentiality, use or use of books and records.”⁵⁸

9. Plaintiff alleges that the terms of the NDA were not reasonable and that ReturnLogic thus “effectively” refused her Demand when it sent the NDA.

10. The Court does not agree with Plaintiff’s characterization of the terms of the NDA, and it does not see any significant disagreement between the substantive terms of the NDA and the confidentiality stipulation the parties executed.⁵⁹ In any event, Plaintiff did not even attempt to discuss the terms of the NDA with ReturnLogic before filing the Complaint.⁶⁰

⁵⁷ Compl., Ex. E; Compl. ¶ 8.

⁵⁸ 8 *Del. C.* § 220(b)(3) (emphasis added).

⁵⁹ See Compl. ¶ 8; Compl., Ex. D; Dkt. 17 ¶¶ 3–5. Compare NDA with Dkt. 10.

⁶⁰ Ans. ¶¶ 9, 13–16; Dkt. 17 ¶ 5.

11. ReturnLogic did not refuse Plaintiff's Demand. Therefore, Plaintiff could not lawfully "apply to the Court of Chancery for an order to compel such inspection" and her Complaint must be DISMISSED.⁶¹

12. The trial scheduled for November 24, 2025 will be REMOVED from the Court's calendar.

13. This is my Final Report under Court of Chancery Rule 144(b)(2).⁶² Exceptions may be taken pursuant to Rule 144(d)(2).⁶³

/s/ Danielle Gibbs
Magistrate in Chancery

⁶¹ 8 *Del. C.* § 220(c).

⁶² Ct. Ch. R. 144(b)(2).

⁶³ Ct. Ch. R. 144(d)(2).