

IN THE SUPREME COURT OF THE STATE OF DELAWARE

TRELLIS SOFTWARE, INC.,	§
	§ No. 314, 2026
Plaintiff Below,	§
Appellant,	§ Court Below–Court of Chancery
	§ of the State of Delaware
v.	§
	§ C.A. No. 2026-0114
CLEARLIST HOLDINGS LLC,	§
	§
Defendant Below,	§
Appellee.	§

Submitted: July 31, 2026
Decided: September 10, 2026

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

ORDER

After consideration of the notice and supplemental notice of appeal from an interlocutory order and their exhibits, it appears to the Court that:

(1) In March 2020, Trellis Software, Inc. (“Trellis”) and ClearList Holdings LLC (“ClearList”) entered into eight agreements. The agreements were executed as part of a transaction under which, among other things, Trellis became a member of ClearList. Three of the parties’ agreements are relevant here: the Operating Agreement of ClearList Holdings LLC (the “OA”), the ClearList Holdings LLC Subscription Agreement (the “Subscription Agreement”), and the Services Agreement (the “Services Agreement”). In 2021, the parties executed the Amended and Restated Operating Agreement of ClearList Holdings LLC (the

“AOA”), which did not alter the terms pertinent to this dispute. The AOA designates courts in Delaware as the exclusive forum for any action or proceedings arising out of it or the transactions contemplated by it. The Subscription Agreement does not expressly designate any forum for dispute resolution. And the Services Agreement contains an arbitration clause.

(2) In January 2026, ClearList brought an arbitration action in New York alleging that Trellis had breached the Services Agreement and fraudulently induced ClearList to enter into the Subscription Agreement and the Services Agreement. As relief, ClearList seeks rescission of Trellis’s membership interest in ClearList or, in the alternative, damages. The arbitration claims do not refer to the OA or AOA. Shortly after ClearList filed the arbitration action, Trellis filed suit in the Court of Chancery, seeking, among other things, to enjoin the arbitration action, arguing that the request for rescission of Trellis’s membership interest in ClearList implicates the AOA’s exclusive forum clause and must be litigated in the Court of Chancery. ClearList moved to dismiss or stay the proceedings in favor of the arbitration action.

(3) On June 30, the Court of Chancery concluded that the parties had clearly and unmistakably delegated substantive arbitrability questions to the arbitrator and granted ClearList’s motion to stay the Court of Chancery action (the “Decision”).¹ Trellis then asked the Court of Chancery to certify an interlocutory

¹ *Trellis Software, Inc. v. ClearList Holdings LLC*, 2026 WL 1880361 (Del. Ch. June 30, 2026).

appeal of the Decision under Supreme Court Rule 42. ClearList opposed the application.

(4) On July 30, the Court of Chancery denied Trellis’s application.² The court first determined that the Decision did not decide a substantial issue of material importance—a threshold inquiry under Rule 42—because whether claims are arbitrable or not does not address the merits of the claims themselves. Noting that it could end its analysis there, the court nevertheless considered the Rule 42(b)(iii) factors cited by Trellis and concluded that they did not weigh in favor of certification. *First*, the court found, contrary to Trellis’s argument in its application, that the Decision did not conflict with other trial court decisions³ but had applied well-established canons of contract construction to the parties’ agreements to determine that the parties had clearly intended to delegate the question of substantive arbitrability to the arbitrator. *Second*, the court concluded that interlocutory review would not serve considerations of justice,⁴ rejecting Trellis’s contention that interlocutory review is “the only feasible means for obtaining appellate view.”

(5) We agree that interlocutory review is not warranted here. Applications for interlocutory review are addressed to the sound discretion of the Court.⁵ Giving

² *Trellis Software, Inc. v. ClearList Holdings LLC*, 2026 WL 2199091 (Del. Ch. July 30, 2026).

³ Del. Supr. Ct. R. 42(b)(iii)(B).

⁴ Del. Supr. Ct. R. 42(b)(iii)(H).

⁵ Del. Supr. Ct. R. 42(d)(v).

due weight to the Court of Chancery’s analysis and in the exercise of our discretion, this Court has concluded that the application for interlocutory review does not meet the strict standards for certification under Supreme Court Rule 42(b). Exceptional circumstances that would merit interlocutory review of the Decision do not exist in this case⁶—which merely deferred litigation in favor of arbitration—and the potential benefits of interlocutory review do not outweigh the inefficiency, disruption, and probable costs caused by an interlocutory appeal.⁷

NOW, THEREFORE, IT IS ORDERED that the interlocutory appeal is REFUSED.

BY THE COURT:

/s/ Collins J. Seitz, Jr.
Chief Justice

⁶ Del. Supr. Ct. R. 42(b)(ii).

⁷ Del. Supr. Ct. R. 42(b)(iii).