

**COURT OF CHANCERY
OF THE
STATE OF DELAWARE**

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September 30, 2026

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Re: *Zheng Liu v. Lynk Global, Inc.*,
C.A. No. 2026-0262-DG

Dear Mr. Liu and Counsel:

This post-trial letter report resolves Plaintiff Zheng Liu's demand to inspect Defendant Lynk Global, Inc.'s books and records under Section 220 of the Delaware General Corporation Law. I recommend that the Court decline to enforce Plaintiff's demand because he has already received the documents necessary and essential to achieve his proper purposes. I also recommend that the Court decline Defendant's request to shift fees.

I. FACTUAL BACKGROUND

Trial took place on a paper record over one half-day. The record comprises twenty-five trial exhibits and eleven stipulations of fact. These are the facts as I find them after trial.¹

A. Plaintiff Exercises Options.

Defendant is a satellite communications company and a Delaware corporation.² When Plaintiff joined Defendant as an engineer in 2017, he received an equity grant of 117 options to purchase shares of Defendant's common stock.³ Before he signed his offer letter, Plaintiff asked Defendant's then-CEO, Charles Miller, "what percentage of the company" those 117 options represented.⁴ Miller responded that it was 1% of Defendant's outstanding shares as of the date of the offer letter.⁵ Plaintiff accepted this explanation and the offer.⁶

¹ This decision cites to: C.A. No. 2026-0262-DG docket entries (by docket "Dkt." number); trial exhibits (by "JX-" number); and stipulated facts in Section III of the Pre-Trial Stipulation and Order, Dkt. 26 ("PTO").

² PTO ¶ 6.

³ JX-1 at 1.

⁴ JX-2 at 2 (cleaned up).

⁵ *Id.* at 4.

⁶ *See id.*

In 2023, Defendant terminated Plaintiff's employment. While negotiating severance, Plaintiff asked Defendant's then-COO, Margo Deckard, for "a paper from Lynk clearly stating my vested equity of Lynk."⁷ Deckard told Plaintiff that he had 117,000 exercisable options.⁸ Plaintiff asked Deckard to confirm that number represented 1% of Defendant's outstanding shares.⁹ Deckard responded, "At the time you were hired, the shares you were granted were 1% of Lynk outstanding shares."¹⁰ Deckard said nothing about what percentage Plaintiff's options currently represented, and Plaintiff did not press.

Plaintiff contacted Deckard again in late 2024. He repeated his request "for a stock certificate of Lynk, representing 1% of all outstanding shares of Lynk, that [he] purchased in June 2023."¹¹ Deckard, who was no longer at the company, connected Plaintiff with Defendant's new general counsel.¹² It is not clear that Plaintiff ever got a response.

⁷ JX-3 at 1.

⁸ *Id.* at 2. Plaintiff's total options appear to have increased from 117 to 117,000 in light of an intervening stock split.

⁹ *Id.* at 2.

¹⁰ *Id.*

¹¹ JX-7.

¹² *Id.*

B. The Omnispace Merger Piques Plaintiff's Interest.

In October 2025, Defendant announced plans to merge with another satellite communications company called Omnispace.¹³ The press release said that the merger was “expected to close late this year or early next year, subject to customary approvals and closing conditions.”¹⁴

Plaintiff reached out to Defendant about the planned merger four months later. On Sunday, February 8, 2026, Plaintiff emailed Defendant's CFO and general counsel with the subject line “SHAREHOLDER VERIFICATION: 1% Equity Stake in Lynk Global, Inc. (117,000 Shares).”¹⁵ Plaintiff requested that Defendant confirm that his shares were “listed as ‘issued and outstanding’ on the company's ledger,” provide him a “copy of the Notice of Merger or the Information Statement provided to shareholders regarding the Omnispace transaction,” and include him “in the distribution of the Letter of Transmittal for the exchange of [his] shares into equity of the new combined entity.”¹⁶

¹³ JX-8 at 1.

¹⁴ *Id.* at 3.

¹⁵ JX-9.

¹⁶ *Id.* (emphasis omitted).

C. Plaintiff Serves His Demand.

Plaintiff followed up less than twenty-four hours later. He emailed Defendant's executives, asserting that, "[t]o date, [he had] not received the 20-day statutory notice required under 8 Del. C. § 251(c) regarding the pending merger."¹⁷ Plaintiff attached (and separately served by mail) a demand to inspect Defendant's books and records under 8 *Del. C.* § 220.¹⁸

In the demand, Plaintiff asserted three purposes for inspection:

1. To verify my status as a stockholder of record on the Company's current stock ledger and capitalization table.
2. To determine the value of my 117,000 shares in connection with the Company's pending merger with Omnispace and the strategic investment by SES.
3. To investigate potential mismanagement or breaches of fiduciary duty, including the Company's failure to provide me with statutory notices of the merger as required under 8 Del. C. § 251.¹⁹

¹⁷ JX-11 at 1 (emphasis omitted).

¹⁸ *Id.*; PTO ¶ 9.

¹⁹ JX-10 at 2.

The two-page demand elaborated no further, offering no factual allegations in support of the “potential mismanagement or breaches of fiduciary duty.”²⁰

Plaintiff demanded to inspect the following:

1. The Company’s current stock ledger and capitalization table.
2. All merger agreements, information statements, proxy materials, board resolutions, and transaction documents relating to the Omnispace/SES transaction.
3. All documents identifying the exchange ratio, valuation, or cash-out consideration applicable to common stockholders in connection with the merger.²¹

D. Defendant Offers Responsive Information.

On that Monday evening, Defendant’s investor relations team responded to Plaintiff’s Sunday email. Defendant confirmed that Plaintiff was “listed in Lynk’s capitalization table records as the registered holder of 117,000 shares of Lynk’s common stock.”²² Defendant also explained that

²⁰ *Id.*

²¹ *Id.*

²² JX-12 at 1.

the merger-related materials Plaintiff requested were being prepared and that Plaintiff would receive them “in the coming weeks.”²³

Plaintiff replied the next day. Asserting that Defendant’s “informal communication does not satisfy the Company’s obligations under Delaware law,” he reattached his Section 220 demand.²⁴ In his cover email, Plaintiff requested more documents than sought in his demand: “the current stock ledger, capitalization table, merger agreement, board materials, valuation materials, liquidation waterfall, and all documents identifying the exchange ratio or consideration applicable to common stockholders.”²⁵ Plaintiff also articulated for the first time that these documents were “necessary to evaluate the value of the equity grant that then-CEO Charles Miller represented as 1% of the Company at the time of grant in 2017, and to understand how that interest has been diluted in connection with the pending Omnispace transaction.”²⁶ Plaintiff’s demand does not mention dilution.²⁷

²³ *Id.*

²⁴ JX-13 at 1.

²⁵ *Id.*

²⁶ *Id.*

²⁷ JX-10 at 1–2.

Defendant's IR team responded that afternoon. Defendant offered to share "details associated with the merger mechanics that have been prepared by [its] outside advisors," subject to a confidentiality agreement because the details were sensitive and the deal had not yet closed.²⁸ Defendant also confirmed that it would respond to Plaintiff's Section 220 demand within the statutory deadline.²⁹

On February 12, Plaintiff again asserted that his Section 220 demand "remain[ed] in full effect."³⁰ He declined to even review the company's proposed confidentiality agreement—and therefore to receive the merger information—until he received the company's response to his demand.³¹

Defendant formally responded to Plaintiff's demand on February 16. The company stated that it had already confirmed Plaintiff was a stockholder of record, satisfying the demand's first asserted purpose.³² Nevertheless, Defendant offered to produce redacted versions of its stock ledger and

²⁸ JX-13 at 5.

²⁹ *Id.*

³⁰ *Id.* at 6.

³¹ *Id.*

³² JX-17 at 2.

summary capitalization table.³³ For the demand’s valuation purpose, Defendant again told Plaintiff he would soon receive information about the merger and its consideration pursuant to Section 251 and reiterated its offer to provide relevant information subject to a confidentiality agreement in the meantime.³⁴ Therefore, Defendant said, the demand’s only outstanding purpose was its general invocation of potential mismanagement or wrongdoing.³⁵ Defendant denied that Plaintiff had articulated the required credible basis to make such an inference and objected to the scope of documents sought, though it offered to meet and confer.³⁶

E. Rather Than Negotiate, Plaintiff Files Suit.

Plaintiff did not respond to Defendant’s letter. Instead, he commenced this summary proceeding on February 25.³⁷ Plaintiff’s complaint contains a single count seeking enforcement of his Section 220 demand. The Complaint newly alleges several purported credible bases, including “evasive responses regarding Plaintiff’s ownership[,] . . . fail[ure] to issue a stock certificate,”

³³ *Id.*

³⁴ *Id.*

³⁵ *Id.*

³⁶ *Id.* at 2–4.

³⁷ Dkt. 1 (Compl.).

Defendant's request for a confidentiality agreement before providing documents, "non-functional" email addresses for management, and more.³⁸

The Complaint also asks that the Court compel inspection of materials beyond what Plaintiff requested in his demand. The Complaint seeks Defendant's "current stock ledger" and "fully diluted capitalization table[,] . . . the merger agreement and related documents[,] . . . board materials relating to the merger[,] . . . valuation materials and any fairness opinions[,] . . . the liquidation waterfall," and "documents identifying the exchange ratio or consideration for common stockholders."³⁹

F. Defendant Attempts to Satisfy Plaintiff's Requests.

On March 5, Defendant wrote to Plaintiff, reiterating its offer to provide much of the information he sought. Defendant again told Plaintiff that, if he executed a standard confidentiality agreement, Defendant would share a redacted stock ledger and capitalization table and walk through the merger mechanics with him.⁴⁰ Defendant explained that Delaware courts frequently condition inspection on execution of confidentiality agreements and that the

³⁸ *Id.* ¶¶ 61–71.

³⁹ *Id.* ¶¶ 76–82.

⁴⁰ JX-20 at 1.

amended Section 220 specifically permits it.⁴¹ And as previewed in Defendant's letter, the company sent its Omnispace merger information statement to all stockholders, including Plaintiff, later that day.⁴²

The parties met and conferred on March 6.⁴³ Despite Defendant's repeated offers, the parties did not come to a resolution nor streamline the issues for trial.⁴⁴ Plaintiff declined to meet and confer further until I later encouraged the parties to try again to at least narrow the matter.⁴⁵ At that point, Plaintiff conceded that he would execute a standard confidentiality agreement and proposed "substantially narrow[ing his] current inspection request."⁴⁶ Though Plaintiff proposed "limiting [his] present request" to two spreadsheets mentioned in the merger agreement, he would not commit to refrain from seeking additional documents nor to dismiss the action if Defendant produced those spreadsheets.⁴⁷

⁴¹ *Id.*

⁴² *Id.*; PTO ¶ 13.

⁴³ JX-19 at 6.

⁴⁴ *See generally id.*; JX-20.

⁴⁵ JX-19 at 3; Dkt. 17 at 6.

⁴⁶ JX-21 at 4.

⁴⁷ *Id.* at 2, 4.

Though Defendant produced the two merger spreadsheets on March 26, Plaintiff pressed forward with his suit.⁴⁸ I conducted a trial on a paper record on May 13, 2026 and took the matter under advisement.⁴⁹

II. LEGAL STANDARD

Section 220(b) of the Delaware General Corporation Law grants “any stockholder” the right “to inspect for any proper purpose . . . [t]he corporation’s stock ledger, a list of its stockholders, and its other books and records.”⁵⁰ To obtain inspection, a stockholder must demonstrate a proper purpose for making the demand and that “each category of the books and records requested is essential and sufficient to the stockholder’s stated purpose.”⁵¹

III. ANALYSIS

In his demand, Plaintiff articulated three purposes for inspection: to verify his status as a stockholder, to value his shares in connection with the Omnispace merger, and to “investigate potential mismanagement or breaches

⁴⁸ JX-24 at 1.

⁴⁹ Dkt. 33.

⁵⁰ 8 *Del. C.* § 220(b)(1)(a).

⁵¹ *Thomas & Betts Corp. v. Leviton Mfg. Co., Inc.*, 681 A.2d 1026, 1035 (Del. 1996).

of fiduciary duty, including the Company's failure to provide [him] with statutory notices of the merger as required under" Section 251.⁵²

Despite Defendant's confirmation that he is a stockholder, distribution of the merger information statement, and production of the two related spreadsheets, Plaintiff asserts in pre-trial briefing that his purposes for inspection remain unsatisfied. I conclude that Plaintiff has already received the books and records necessary and sufficient to serve his first two purposes. I further conclude that, because Plaintiff has not articulated a credible basis to infer wrongdoing, he has no remaining proper purpose for inspection.

A. Plaintiff Has Verified His Stockholder Status.

First, in briefing, Plaintiff claims he still needs to "verify that he appears on the Company's current stock ledger."⁵³ To the extent that this purpose is

⁵² JX-10 at 2.

⁵³ Dkt. 20 ("Pl.'s Opening Br.") at 37.

proper, Plaintiff's request has already been satisfied.⁵⁴ Plaintiff conceded as much at trial.⁵⁵

Books and records must be both "essential and sufficient" to the stated purpose to merit inspection.⁵⁶ "A document is 'essential' for Section 220 purposes if . . . the essential information the document contains is unavailable from another source."⁵⁷ If, however, the plaintiff "already has 'sufficient' information from other sources . . . then the inspection [] can be curtailed."⁵⁸

Plaintiff has received sufficient information to verify that he is a stockholder of record. Defendant confirmed that status in writing as early as February 9, 2026 and has not disputed it at any point.⁵⁹ Defendant also repeatedly offered to produce redacted versions of its stock ledger and

⁵⁴ Defendant does not directly dispute that verification of stockholder status is a proper purpose, instead pointing out that the case Plaintiff cites for that proposition does not support it. Dkt. 21 ("Def.'s Ans. Br.") at 13 n.11 ("Plaintiff cites to *Noddings Inv. Grp., Inc. v. Capstar Commc'ns, Inc.*, 1999 WL 182568, at *4 (Del. Ch. Mar. 24, 1999) . . . However, *Noddings* does not support this proposition. *Noddings* is not even a Section 220 case."). I address Plaintiff's citations apparently hallucinated by generative artificial intelligence later in this report.

⁵⁵ Rough Tr. 14:12.

⁵⁶ *Thomas & Betts*, 681 A.2d at 1035.

⁵⁷ *Espinoza v. Hewlett-Packard Co.*, 32 A.3d 365, 371–72 (Del. 2011).

⁵⁸ *Sanders v. Ohmite Hldgs., LLC*, 17 A.3d 1186, 1195 (Del. Ch. 2011).

⁵⁹ JX-12 at 1; Def.'s Ans. Br. at 13 n.10.

capitalization table subject to a standard confidentiality agreement.⁶⁰ Plaintiff rejected that offer and has never explained why the redacted documents are insufficient to verify his status as a stockholder.⁶¹ And, at trial, Plaintiff agreed that he knows he is recorded as a stockholder in the company's stock ledger and that this purpose has been satisfied.

Therefore, Plaintiff is not entitled to inspect Defendant's books and records for this purpose.

B. Plaintiff Has Sufficient Information to Value His Shares.

Similarly, Plaintiff's valuation purpose has been fulfilled, as he conceded at trial.⁶² Valuing one's stock is a proper purpose for a Section 220 demand.⁶³ But, despite his assertion that understanding "how" he was diluted is necessary to value his holdings, Plaintiff already has everything he needs to perform that calculation.⁶⁴ He knows how many shares he holds, which is undisputed. With the merger information statement in hand, Plaintiff agreed at trial that he can do the math to calculate what his shares would be worth in

⁶⁰ JX-17 at 2; JX-19 at 4; JX-20 at 1.

⁶¹ *See, e.g.*, JX-19 at 6; Pl.'s Opening Br. at 36–37.

⁶² Rough Tr. 15:15.

⁶³ *Bosse v. WorldWexDeb Corp.*, 2009 WL 2425718, at *1 (Del. Ch. July 30, 2009).

⁶⁴ Dkt. 23 ("Pl.'s Reply Br.") at 7.

the merger.⁶⁵ “If adequate public information exists to satisfy the stockholder’s stated purpose, the Section 220 demand will be denied.”⁶⁶ Accordingly, Plaintiff is not entitled to inspection to value his shares.

C. Plaintiff Has Not Shown a Credible Basis to Infer Wrongdoing.

Plaintiff’s only remaining purpose—to investigate potential mismanagement or fiduciary breach—does not justify inspection, either.

The only potential wrongdoing Plaintiff’s demand identifies is Defendant’s alleged failure to give him notice of the Omnispace merger as required by Section 251.⁶⁷ Section 251(c) specifies when notice is due.⁶⁸ Notice was not yet due when Plaintiff made his demand. Since then, Plaintiff received the March 5 merger information statement.⁶⁹ He does not dispute that this was timely and satisfied Defendant’s obligations under Section 251. There is accordingly no credible basis to infer mismanagement or wrongdoing as to notice of the Omnispace merger.

⁶⁵ See Rough Tr. 15:15.

⁶⁶ *Greenlight Cap. Offshore P’rs, Ltd. v. Brighthouse Fin., Inc.*, 2023 WL 8009057, at *7 (Del. Ch. Nov. 20, 2023).

⁶⁷ JX-10 at 2.

⁶⁸ See also JX-11 at 1 (stating that Plaintiff had not received “the 20-day statutory notice required under” Section 251 but making no mention of any stockholder meeting being scheduled and triggering that deadline).

⁶⁹ PTO ¶ 13.

In briefing, Plaintiff attempts to salvage this investigatory purpose by alleging additional potential wrongdoing. For example, he asserts that, because the merger spreadsheets show his holdings have been diluted to 0.18%, he has a credible basis for investigating “[n]on-disclosure of material capitalization changes”—though Plaintiff does not claim that the dilution itself constitutes wrongdoing.⁷⁰ Plaintiff also cites Defendant’s purported failure to provide statutory notice of a previous abandoned merger with SLAM Corporation and Defendant’s request for a copy of the appendix to his separation agreement.⁷¹

“The general rule is that when a stockholder seeks relief under § 220, it will be limited to evidence identified in the demand and the information available to the stockholder when the demand was made.”⁷² In other words, absent exceptional circumstances, “a stockholder cannot broaden its demand by adding new purposes after serving a demand.”⁷³ No such circumstances

⁷⁰ Pl.’s Reply Br. at 4–6 (“The issue is not whether dilution was permitted—it is whether the Company failed to disclose material capitalization changes while repeatedly declining to answer Plaintiff’s ownership-percentage inquiries.”), 11–12.

⁷¹ *Id.* at 12–13.

⁷² *Paramount Glob. v. R.I. Off. of Gen. Treasurer ex rel. Emps.’ Ret. Sys. of R.I.*, 361 A.3d 900, 913 (Del. 2026).

⁷³ *State of R.I. Off. of Gen. Treasurer ex rel. Emps.’ Ret. Sys. of R.I. v. Paramount Glob.*, 331 A.3d 179, 192 (Del. Ch. 2025), *aff’d*, 361 A.3d 900 (Del. 2026); *see also*

are present here, and Plaintiff’s demand makes no mention of dilution, the SLAM merger, or his separation documents.⁷⁴ He cannot append these purported grounds for investigation through briefing now.

To the extent Plaintiff argues that he preserved the ability to assert additional wrongdoing by describing his investigatory purpose as “including”—meaning not limited to—failure to provide notice of the Omnispace merger, that is unavailing.⁷⁵ “This Court has declined to read into a demand possible purposes for the inspection other than those specifically identified in the demand, unless the surrounding circumstances permit a more expansive reading.”⁷⁶ Plaintiff’s new allegations are not “specifically identified in the demand,” nor is a “more expansive reading” warranted here.

At trial, Plaintiff argued that dilution provided grounds for investigation. He repeatedly conceded in briefing and at trial that he was not

1 Donald J. Wolfe, Jr. & Michael A. Pittenger, *Corporate and Commercial Practice in the Delaware Court of Chancery* § 9.07[e][3] (“[I]t has been held that a purpose that arises or becomes definite only after the demand has been made cannot support an action on the original demand.”).

⁷⁴ JX-10 at 1–2.

⁷⁵ *See id.* at 2.

⁷⁶ *Beatrice Corwin Living Irrevocable Tr. v. Pfizer, Inc.*, 2016 WL 4548101, at *7 (Del. Ch. Aug. 31, 2016), *as corrected* (Sept. 1, 2016), *judgment entered*, (Del. Ch. 2016).

promised antidilution protection and that the company is and was allowed to dilute his holdings.⁷⁷ But Plaintiff wants to know why and how the dilution happened.⁷⁸ Because a “Section 220 action is not for the merely curious,” Plaintiff has failed to articulate a proper purpose for inspection on this basis.⁷⁹

D. Defendant’s Request for Fees Is Denied.

Finally, in Section V of the Pre-Trial Order, Defendant asks me to award it reasonable costs and expenses, including attorneys’ fees, incurred in connection with this matter.⁸⁰ Defendant did not raise this request in its pre-trial brief, but, at trial, it alluded to costs imposed by Plaintiff’s insistence on litigating this demand despite Defendant’s offers of responsive information and by Plaintiff’s misuse of generative artificial intelligence (“GenAI”).

⁷⁷ See, e.g., Pl.’s Reply Br. at 6; Rough Tr. 8:5–6, 16:10–11.

⁷⁸ Rough Tr. 22:13–21; see also *id.* 23:22–24:07 (“I still would say possible wrongdoing. I just need to understand what's the motive with the company doing to introduce that dilutions for the whole common stockholder? Are they personally benefiting from that? That is, you know, it's a mismanagement I'm talking about. Because that dramatic dilution, does it benefit the whole company as a whole? Benefits the whole stockholder as a whole? Does it benefit the company value as a whole?”). Plaintiff did not raise these concerns in the Demand, nor are the records requested in the Demand are not consistent with such a motivation. See JX 10.

⁷⁹ *Fuchs Fam. Tr. v. Parker Drilling Co.*, 2015 WL 1036106, at *3 (Del. Ch. Mar. 4, 2015), *judgment entered*, (Del. Ch. 2015).

⁸⁰ PTO ¶ 28(b).

Fee-shifting is not warranted here. This matter has not gone on for long, and, while Plaintiff's conduct may have frustrated Defendant, it did not amount to bad faith that justifies shifting fees.⁸¹

Plaintiff is warned, however, that misuse of GenAI may result in fee-shifting or other sanctions in the future. As Defendant pointed out, Plaintiff's pre-trial opening brief relies heavily on legal citations apparently hallucinated by GenAI. While the sources cited exist, many of the quotations and propositions for which Plaintiff cites them do not. For example:

- Plaintiff cites Section 220(c) for the proposition that “[o]nce a stockholder establishes a proper purpose, the right to inspection is not discretionary — the Court ‘shall’ order inspection.”⁸² To the contrary, Section 220(c) says the Court “may,” not “shall,” order inspection.⁸³
- Plaintiff cites *Noddings Investment Group, Inc. v. Capstar Communications, Inc.*, 1999 WL 182568, at 4 [*sic*] (Del. Ch.

⁸¹ *Horsey v. Horsey & Sons, Inc.*, 2016 WL 1274021, at *1 (Del. Ch. Mar. 21, 2016) (explaining that courts will shift “fees only where bad faith is manifest, as where the litigation appears clearly vexatious or without a good-faith belief”).

⁸² Pl.’s Opening Br. at 25, 31.

⁸³ 8 *Del. C.* § 220(c).

Mar. 24, 1999), *aff'd*, 741 A.2d 16 (Del. 1999), for the proposition that “[v]erification of stockholder status on the current stock ledger is the most basic proper purpose recognized under § 220.”⁸⁴ *Noddings* does not address a Section 220 demand.⁸⁵

- Plaintiff purports to quote *Carapico v. Philadelphia Stock Exchange, Inc.*, 791 A.2d 787 (Del. Ch. 2000), as saying, at page 792, “a stockholder is entitled to inspect the records themselves, not a summary or explanation of them.”⁸⁶ This language does not appear in *Carapico* nor any other opinion I can locate.
- Plaintiff purports to quote *Saito v. McKesson HBOC, Inc.*, 806 A.2d 113 (Del. 2002), as saying, at page 115, “Section 220 requires that the corporation permit inspection of the requested books and records; oral representations by management are not a substitute for the records

⁸⁴ Pl.’s Opening Br. at 36–37.

⁸⁵ *See, e.g.*, 1999 WL 182568, at *1 (presenting “question of contract interpretation” concerning merger agreement).

⁸⁶ Pl.’s Opening Br. at 40.

themselves.”⁸⁷ Again, this language does not appear in *Saito* nor any other opinion I can locate.

There are more examples.

When Defendant raised this issue, Plaintiff responded that his “miscitation[s]” were unintentional.⁸⁸ Plaintiff also claimed that the “legal principles cited in the Opening Brief remain accurate even if certain quotations were imperfectly phrased.”⁸⁹ As explained above, that is not true.

While “Delaware judges traditionally (and naturally) treat self-represented individuals with some degree of latitude’ so long as the party’s pro se status does not impose on the party opponent in a material way,” there is a limit to that latitude.⁹⁰ “It is improper and unacceptable for litigants—including pro se litigants—to submit non-existent judicial opinions with fake quotes and citations.”⁹¹ “Careless use of GenAI poses substantial risks to the

⁸⁷ *Id.* at 44; *see also id.* at 38–39.

⁸⁸ Pl.’s Reply Br. at 14. At trial, Plaintiff did not deny that this happened because he used GenAI to write his brief.

⁸⁹ *Id.*

⁹⁰ *An v. Archblock, Inc.*, 2025 WL 1024661, at *2 (Del. Ch. Apr. 4, 2025) (cleaned up) (quoting *Govette v. Elec. Referral Manager, Inc.*, 2021 WL 2311956, at *2 (Del. Ch. June 7, 2021)).

⁹¹ *Id.* (cleaned up) (quoting *Anon. v. N.Y.C. Dep’t of Educ.*, 2024 WL 3460049, at *7 (S.D.N.Y. July 18, 2024)).

legal system, ‘including wasting the opposing party’s time and money, the Court’s time and resources, and reputational harms to the legal system (to name a few).’”⁹²

Those risks are pernicious in a Section 220 action, because the statutory process is intended to allow corporations to avoid litigation by engaging with a stockholder *before* the stockholder files suit. If a stockholder relies on fictitious legal principles in that process, that deprives the company of the ability to resolve the inspection demand without expending time and money on litigation.

Although a party may be sanctioned for submitting false or nonexistent legal authority to the Court, I am not sanctioning Plaintiff today.⁹³ I already recommend that the Court decline to enforce his inspection demand. But Plaintiff is ordered to ensure that every future filing he makes satisfies his obligation to this Court, including that the filing is truthful and accurate, and that it cites to legitimate legal authorities. Any future filings must also include a certification, substantially in the form required by the order accompanying

⁹² *Gupta v. Safko*, 2025 WL 3269046, at *4 (Del. Ch. Nov. 21, 2025) (quoting *An*, 2025 WL 1024661, at *2).

⁹³ *An*, 2025 WL 1024661, at *2.

this letter, addressing the use of GenAI. Plaintiff's failure to comply with these requirements may result in sanctions, including monetary penalties, stricken filings, or the dismissal of his claims.

IV. CONCLUSION

Plaintiff has failed to demonstrate a proper purpose for inspection for which he has not already received essential and sufficient information. I recommend that the Court decline to enforce Plaintiff's Section 220 demand and deny Defendant's request to shift fees.

This is a Final Report. Exceptions may be taken pursuant to Court of Chancery Rule 144.

Very truly yours,

/s/ Danielle Gibbs

Magistrate in Chancery

cc: All counsel of record (by *File & ServeXpress*)