

FILED

IN THE CHANCERY COURT, STATE OF WYOMING

2024 WYCH 10

TOPPSCORP LLC, a Wyoming limited
liability company,

Plaintiff,

v.

URBAN EQUITY LLC, an Arizona
limited liability company,

Defendant.

Case No. CH-2024-0000020

Order of Dismissal

[¶1] On October 14, 2024, this court acknowledged defendant Urban Equity LLC's October 11, 2024, objection (FSX 74745843) to this matter proceeding in chancery court. The court granted plaintiff ToppsCorp LLC seven days to show cause why this case should not be dismissed without prejudice under W.R.C.P.Ch.C 3(a).

[¶2] Plaintiff responded on October 18, opposing dismissal based on Exhibit E to its Complaint, a Business Purchase Agreement (BPA) between Defendant and UEQ Holdings LLC. (FSX No. 74794863). Plaintiff argues that a BPA paragraph entitled "Governing Law; Venue" is a valid contract that "contemplates" Wyoming's Chancery Court as the venue for disputes arising under the contract. In full, the paragraph states:

This agreement and all transactions contemplated hereby shall be governed by and construed and enforced in accordance with the laws of Wyoming.

[¶3] W.R.C.P.Ch.C. 3(a) requires the dismissal of proceedings, without prejudice, “[i]f any party files an objection to having the matter proceed in chancery court on or before the date its first responsive pleading or motion to dismiss is due[.]” A party’s right to object under Rule 3(a), however, may be limited by “a valid contract **designating** the chancery court as the forum to resolve disputes” between the parties. W.R.C.P.Ch.C. 3(a) (emphasis added).

[¶4] The “fundamental goal of contract interpretation is to determine the intent of the parties.” *James v. Taco John’s Int’l, Inc.*, 2018 WY 96, ¶ 11, 425 P.3d 572, 577 (Wyo. 2018) (citations omitted). A contract’s words “are afforded the plain meaning that a reasonable person would give to them.” *Id.*

[¶5] The BPA paragraph plaintiff raises, though titled “Governing Law; Venue,” is only a choice-of-law clause, not a forum-selection clause. *See Ecocards v. Tekstir, Inc.*, 2020 WY 38, 459 P.3d 1111 (Wyo. 2020) (distinguishing between and citing examples of choice-of-law and form-selection clauses). The paragraph does not mention any particular forum, including Wyoming’s Chancery Court. Just as “Wyoming courts will enforce choice-of-law provisions and apply foreign law” when appropriate, so too may other jurisdictions apply Wyoming law. *LFP Consulting, LLC v. Leighton*, 2024 WY 12, ¶ 12, 542 P.3d 188, 192 (Wyo. 2024). The BPA paragraph does not limit where this case may be heard.

[¶5] In addition, the BPA’s preceding paragraph removes any force the word “Venue” might have carried in the paragraph title: “[t]he section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretations of this Agreement.”

[¶6] The court finds that the BPA does not designate Wyoming’s Chancery Court as the forum for disputes arising under its terms as required to overcome defendant’s objection. The case is dismissed without prejudice.

Dated: October 23, 2024

/s/ Richard L Lavery
Chancery Court Judge