No. 26-____

IN THE
Supreme Court of the United States

WEBUILD S.P.A.,
Petitioner,

v.

SOCIEDAD CONCESIONARIA METROPOLITANA DE SALUD S.A.,
Respondent.

On Petition for a Writ of Certiorari to the United States Court of Appeals for the Third Circuit

PETITION FOR A WRIT OF CERTIORARI

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October 28, 2026

QUESTION PRESENTED

In *Shaffer v. Heitner*, this Court held that "all assertions of state-court jurisdiction must be evaluated according to the standards set forth in *International Shoe*." 433 U.S. 186, 212 (1977). A defendant's property in a State does not, by itself, give that State's courts jurisdiction to decide a claim against the defendant unrelated to the property. *Id.* at 209, 213. In a footnote, the Court suggested one possible exception. When a court with jurisdiction has entered a judgment against a defendant, the Full Faith and Credit Clause requires other States to honor it. In that situation, there "would seem to be no unfairness" in letting a judgment creditor collect from the defendant's property in another State, even if the defendant has no other connection there. *Id.* at 210 & n.36.

Foreign judgments and arbitral awards do not receive full faith and credit. The lower courts have adopted four different rules about when, if ever, a court may enforce them against a defendant whose only connection to the State is property there. The decision below deepens that split, as commentators have acknowledged.

The question presented is:

Whether the Due Process Clause permits a court to enforce a foreign judgment or arbitral award against a defendant based solely on the defendant's in-state property unrelated to the dispute, even if no court or tribunal has held the defendant liable.

PARTIES TO THE PROCEEDINGS

Petitioner Webuild S.p.A. (Milan Stock Exchange: WBD, WBDR) was the respondent in the district court proceedings and the appellee in the court of appeals proceedings.

Respondent Sociedad Concesionaria Metropolitana de Salud S.A. was the petitioner in the district court proceedings and the appellant in the court of appeals proceedings.

RULE 29.6 STATEMENT

Pursuant to this Court's Rule 29.6, petitioner Webuild S.p.A. states the following:

Webuild S.p.A. discloses that its parent company is Salini S.p.A. Webuild S.p.A. is a publicly traded company listed on the Milan Stock Exchange (WBD, WBDR). More than 10% of Webuild S.p.A.'s stock is held by Cassa Depositi e Prestiti Equity, S.p.A., a joint-stock company whose majority shareholder is the Ministry of Economy and Finance of Italy, and whose shares are not publicly listed. No publicly owned company not a party to this appeal has a financial interest in the outcome of this litigation.

RELATED CASES

Related Decisions Under Review

Sociedad Concesionaria Metropolitana de Salud S.A. v. Webuild S.p.A., 2024 WL 4333144 (D. Del. Sept. 27, 2024) (Civil Action No. 23-1175-CFC) (dismissing action for lack of jurisdiction)

Sociedad Concesionaria Metropolitana de Salud S.A. v. Webuild S.p.A., 177 F.4th 231 (3d Cir. May 18, 2026) (No. 24-3005) (vacating and remanding)

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Related Decisions Not Under Review

Sociedad Concesionaria Metropolitana de Salud v. Astaldi Sucursal Chile, CAM - Santiago Case No. 3586-19 (Dec. 30, 2021) (arbitral award)

Sociedad Concesionaria Metropolitana de Salud v. Astaldi Sucursal Chile, CAM - Santiago Case No. 3586-19 (Aug. 21, 2022) (Santiago court of appeals confirming arbitral award in relevant part)

Sociedad Concesionaria Metropolitana de Salud v. Astaldi Sucursal Chile, Case No. 53,981-2022 (June 9, 2023) (Chile supreme court declining to hear appeal)

Sociedad Concesionaria Metropolitana de Salud S.A. v. Webuild S.p.A., 2026 WL 84524 (D. Conn. Jan. 12, 2026) (No. 3:24-CV-2043 (SVN)) (dismissing parallel action on *forum non conveniens* grounds), *appeal pending*, No. 26-336 (2d Cir.)

Sociedad Concesionaria Metropolitana de Salud S.A. v. Webuild S.p.A., 2024 ONSC 4491 (Aug. 15, 2024) (Ontario superior court of justice staying parallel action on *forum non conveniens* grounds)

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Petitioner Webuild S.p.A. respectfully petitions for a writ of certiorari to review the judgment of the United States Court of Appeals for the Third Circuit.

INTRODUCTION

This case presents an acknowledged circuit conflict on an important question of personal jurisdiction in actions to enforce foreign judgments and arbitral awards.

Generally, a court may decide a claim against an out-of-state defendant only if the defendant has "minimum contacts" with the State where the court sits. *International Shoe Co. v. Washington*, 326 U.S. 310, 316 (1945). In *Shaffer v. Heitner*, this Court held that *International Shoe*'s minimum-contacts rule applies even when the defendant owns property in the State. 433 U.S. 186, 212 (1977). The plaintiff there sued nonresident corporate directors in Delaware based solely on their shares in a Delaware corporation. The Court held that those shares could not support the exercise of jurisdiction. *Id.* at 213-16. Owning property in the State does not itself let a court decide a claim unrelated to that property. *See id.* at 209, 213; *Rush v. Savchuk*, 444 U.S. 320, 328 (1980).

In footnote 36, the *Shaffer* Court suggested one possible exception. When a state court with "competent jurisdiction" over a defendant has entered a judgment, the Full Faith and Credit Clause requires every other State to honor that judgment. 433 U.S. at 210 n.36. In that situation, the Court said, there "would seem to be no unfairness" in letting the creditor collect the debt in another State where the defendant has property, even if the defendant lacks minimum contacts with that State. *Id.*

The *Shaffer* Court did not say whether and how that suggestion reaches foreign judgments and arbitral

awards, which do not receive full faith and credit. *See Aetna Life Ins. Co. v. Tremblay*, 223 U.S. 185, 190 (1912); *McDonald v. City of West Branch*, 466 U.S. 284, 288 (1984). And since *Shaffer*, the lower courts have divided over that question. As a leading scholar has observed, "[c]ircuit courts have adopted inconsistent positions on the need for minimum contacts in actions to enforce" foreign awards. Br. of *Amicus Curiae* Prof. George A. Bermann in Supp. of Pet'rs 21-22, *CC/Devas (Mauritius) Ltd. v. Antrix Corp.*, 605 U.S. 223 (2025) (Nos. 23-1201 & 24-17 (U.S. Dec. 11, 2024)); *accord* Br. for Prof. Paul B. Stephan as *Amicus Curiae* in Supp. of Resp'ts 24-25 & n.11, *CC/Devas*, Nos. 23-1201 & 24-17 (U.S. Jan. 24, 2025) (agreeing that "[t]he lower courts are split").

The courts fall into four camps.

Rule #1: Property Is Not Enough Without Minimum Contacts

The Fourth Circuit holds that a court may enforce a foreign arbitral award against a defendant only if the defendant has minimum contacts with the forum State. Property the defendant owns in the forum cannot support the exercise of jurisdiction if the property is unrelated to the claim. *See Base Metal Trading, Ltd. v. OJSC "Novokuznetsky Aluminum Factory,"* 283 F.3d 208, 213-15 (4th Cir. 2002).

Rule #2: Neither Contacts Nor Property Is Required

Some state appellate courts hold that a court may recognize a foreign judgment against a defendant even if the defendant has no contacts with the State and owns no property there. *See*, *e.g.*, *Lenchyshyn v. Pelko Elec., Inc.*, 281 A.D.2d 42, 47-50 (N.Y. App. Div. 2001). On this view, recognition of a foreign arbitral award or judgment is a mere ministerial act that does not trigger traditional due process personal-jurisdiction

protections. Thus, courts can enforce an arbitral award against a defendant that otherwise lacks minimum contacts with the State.

Rule #3: Property Is Enough, But Only If A Court Or Tribunal Has Held The Defendant Liable

The Second and Ninth Circuits and the Washington Supreme Court hold that a court may enforce a foreign judgment or award against a defendant that lacks minimum contacts, but only if the defendant owns property in the State and a court or tribunal has already held the defendant liable. *See Frontera Res. Azer. Corp. v. State Oil Co. of Azer. Republic*, 582 F.3d 393, 397-98 (2d Cir. 2009); *Cerner Middle E. Ltd. v. iCapital, LLC*, 939 F.3d 1016, 1022 (9th Cir. 2019); *Alterna Aircraft V B Ltd. v. SpiceJet Ltd.*, 587 P.3d 89, 95 (Wash. 2026). Washington adopted that rule by a single vote. *See Alterna*, 587 P.3d at 96-98 (Madsen, J.P.T., dissenting).

Rule #4: Property Is Enough Even If No Court Or Tribunal Has Held The Defendant Liable

In the decision below, the Third Circuit held that, as long as the plaintiff alleges that the defendant is liable under a foreign arbitral award or judgment, the U.S. court can adjudicate that question if the defendant owns property in the State, even if the defendant lacks minimum contacts with the forum. In that circumstance, the Third Circuit held, the U.S. court can adjudicate the defendant's liability as part of determining whether it has jurisdiction over the defendant. App. 30a-31a.

That legal rule was dispositive here. Respondent Sociedad Concesionaria Metropolitana de Salud S.A. (SCMS), a Chilean company, holds a Chilean arbitral award against the Chilean branch of Astaldi S.p.A., an Italian construction company. App. 2a-3a. Petitioner

Webuild S.p.A., another Italian company, acquired Astaldi's continuing business in a restructuring approved by an Italian court. App. 3a. Webuild was not a party to the arbitration, and no court or tribunal has held it liable on the award. App. 33a-34a. SCMS nonetheless petitioned in Delaware to enforce the award against Webuild. It did not dispute that the district court lacked personal jurisdiction over Webuild. App. 34a. Instead, just like the plaintiff in *Shaffer*, it relied on Webuild's shares in a Delaware company (its U.S. subsidiary).

The district court dismissed, but the Third Circuit vacated. It held that the district court may proceed "[w]ithout regard to minimum contacts." App. 29a. It then held that the district court may decide for itself whether Webuild took on Astaldi's debt. If the district court so finds, the Third Circuit reasoned, "then a 'court of competent jurisdiction' will have determined that 'the defendant is a debtor of the plaintiff.'" App. 30a (quoting *Shaffer*, 433 U.S. at 210 n.36). The district court thus has "both the power and the obligation" to resolve, as a question of its own jurisdiction, a "complex, heavily factual" dispute about the effect of an Italian restructuring. App. 30a-32a. Courts in Ontario and Connecticut, faced with the same claim, left that dispute to the Italian courts. The circuit split could not be cleaner.

The rule adopted by the decision below cannot be reconciled with *Shaffer*. No court or tribunal with jurisdiction over Webuild has determined Webuild is liable for Astaldi's debt. The district court will decide that question as an original matter. That is an ordinary lawsuit to establish liability, the kind *Shaffer* forbids a court to hear just because the defendant owns property in the State.

The consequences of the decision below reach far beyond this case. Delaware law places the shares of every Delaware corporation in Delaware. *See* Del. Code Ann. tit. 8, § 169. And Delaware is the preferred U.S. legal domicile for multinational enterprises. Until now, a foreign company's ownership of a Delaware subsidiary's shares could not subject the company to U.S. jurisdiction. But under the Third Circuit's rule, it can: once the plaintiff has a foreign judgment against the company, it can assert that the judgment warrants attachment of the Delaware subsidiary's shares, even when the dispute has nothing to do with the United States. The decision below thus makes Delaware a magnet for plaintiffs seeking to use U.S. litigation as a cudgel against foreign companies. It draws American courts into the affairs of other nations and invites foreign courts to treat American companies the same way.

This case is an ideal vehicle for resolving the conflict. The question presented is purely legal. It was the sole basis for the judgment below, and the answer decides whether this case goes forward. Had the Third Circuit adopted the Fourth Circuit's rule, it would have affirmed the district court's dismissal because Webuild lacks minimum contacts with Delaware. Under the Ninth Circuit's rule, SCMS's petition would fail because no court or tribunal of competent jurisdiction has determined Webuild is liable for the arbitral award. But under the Third Circuit's rule, the case proceeds. This Court should grant review before having to defend judgments from around the world in U.S. court becomes the price of owning a Delaware subsidiary.

OPINIONS BELOW

The opinion of the court of appeals (App. 1a-32a) is reported at 177 F.4th 231. The memorandum of the district court dismissing respondent's action for lack of jurisdiction (App. 33a-38a) is not reported but is available at 2024 WL 4333144.

JURISDICTION

The court of appeals entered its judgment on May 18, 2026, and denied a petition for panel rehearing and rehearing en banc on June 30, 2026. App. 39a-40a. On September 22, 2026, Justice Alito extended the time for filing a petition for a writ of certiorari to and including October 28, 2026. App. 44a. This Court's jurisdiction is invoked under 28 U.S.C. § 1254(1).

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

The Full Faith and Credit Clause of the U.S. Constitution, art. IV, § 1; the Due Process Clause of the U.S. Constitution, amend. XIV; relevant provisions of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, June 10, 1958, 21 U.S.T. 2517, as codified at 9 U.S.C. § 201 *et seq.*; and 28 U.S.C. § 1738 are reproduced at App. 41a-43a.

STATEMENT

A. Legal Background

1. Traditionally, a court without personal jurisdiction over a nonresident defendant could still seize the defendant's property in the State and use it to satisfy the plaintiff's claim. It made no difference that the property had nothing to do with the claim. *See Shaffer v. Heitner*, 433 U.S. 186, 199-200 (1977). This form of jurisdiction is called quasi in rem. *Id.* at

199 & n.17. In *International Shoe Co. v. Washington*, this Court changed the rules for jurisdiction over persons, holding that a court may enter a personal judgment against a defendant who is not present in the State only if the defendant has "certain minimum contacts with it." 326 U.S. 310, 316 (1945). But courts continued to treat the presence of property alone as enough for quasi in rem jurisdiction. *See Shaffer*, 433 U.S. at 205.

That changed with *Shaffer*. There, a shareholder sued Greyhound's nonresident officers and directors in Delaware over conduct in Oregon. *Id.* at 189-90. To compel their appearance, the shareholder sequestered the defendants' Greyhound shares, which Delaware law deemed located in the State. *Id.* at 190-92.

This Court held that the shares could not by themselves support jurisdiction. A court that seizes property to satisfy a claim, the Court explained, is exercising power over the person—the property's owner. *Id.* at 207. So "all assertions of state-court jurisdiction must be evaluated according to the standards set forth in *International Shoe* and its progeny." *Id.* at 212. Under those standards, property "completely unrelated to the plaintiff's cause of action" cannot by itself support jurisdiction. *Id.* at 209; *see id.* at 207 n.23; *Rush v. Savchuk*, 444 U.S. 320, 328 (1980). Because the defendants' Greyhound shares had nothing to do with the claim, the Delaware court lacked jurisdiction. *Shaffer*, 433 U.S. at 213-16.

In so holding, the Court rejected the argument that property-based jurisdiction is needed to prevent debtors from moving their assets beyond their creditors' reach. *Id.* at 210. A creditor can sue where the debtor is subject to personal jurisdiction and then enforce the judgment wherever the property

is located, because "[t]he Full Faith and Credit Clause, after all, makes the valid *in personam* judgment of one State enforceable in all other States." *Id.* In a footnote to that sentence, the Court added:

> Once it has been determined by a court of competent jurisdiction that the defendant is a debtor of the plaintiff, there would seem to be no unfairness in allowing an action to realize on that debt in a State where the defendant has property, whether or not that State would have jurisdiction to determine the existence of the debt as an original matter.

Id. at 210 n.36.

2. Unlike sister-state judgments, foreign-country judgments and arbitral awards do not receive full faith and credit. *See Aetna Life Ins. Co. v. Tremblay*, 223 U.S. 185, 190 (1912); *McDonald v. City of West Branch*, 466 U.S. 284, 288 (1984). American courts recognize foreign-country judgments as a matter of comity. *See Hilton v. Guyot*, 159 U.S. 113, 202-03 (1895). And foreign arbitral awards are governed by the New York Convention, which Chapter 2 of the Federal Arbitration Act implements. 9 U.S.C. § 201 *et seq.*

A court must confirm an award covered by the Convention unless a substantive Convention defense applies, such as an invalid arbitration agreement or inadequate notice. *See id.* § 207; Convention on the Recognition and Enforcement of Foreign Arbitral Awards art. V(1)(a)-(b), June 10, 1958, 21 U.S.T. 2517. Confirmation is a summary proceeding that converts the award into a judgment the creditor may enforce like any other. *See* 9 U.S.C. §§ 13, 208; *see also Jiangsu Beier Decoration Materials Co. v. Angle World LLC*, 52 F.4th 554, 560 (3d Cir. 2022).

That framework creates a situation parallel to the one addressed in *Shaffer*'s footnote 36: is the presence of property sufficient to permit a U.S. court to enforce a foreign judgment or arbitral award, even if the property has nothing to do with the dispute, or does the respondent need to have minimum contacts with the forum? This Court has not decided whether or how *Shaffer*'s footnote 36 extends to enforcement of foreign-country judgments and arbitral awards in U.S. courts.

B. Factual and Procedural History

1. Respondent Sociedad Concesionaria Metropolitana de Salud S.A. (SCMS), a Chilean company, hired the Chilean branch of the Italian construction company Astaldi S.p.A. to build a public hospital in Santiago. App. 2a. After disputes over construction delays arose, SCMS terminated the contract in January 2019, and the parties arbitrated in Santiago. App. 2a-3a.

Astaldi had by then entered a *concordato*, an Italian restructuring proceeding comparable to a Chapter 11 reorganization. App. 2a. The plan, which the Court of Rome approved in July 2020, kept Astaldi's construction business going and set aside other assets to be liquidated for unsecured creditors. App. 3a. In August 2021, petitioner Webuild S.p.A., another Italian construction company, acquired the continuing business after supplying €225 million in new capital. *Id.* Astaldi, since renamed Astaris S.p.A., remained a separate company and kept the assets set aside for creditors. C.A.App. A368 (¶ 5), A374-76 (¶¶ 18-20, 22).

In December 2021, the Chilean arbitrator issued an award against Astaldi Chile. C.A.App. A48-165. Webuild was neither a party to the arbitration nor

the named award debtor. App. 33a-34a. Whether Webuild assumed the award obligation remained disputed. SCMS contended that the obligation passed to Webuild with Astaldi's continuing business. App. 3a-4a, 34a. Webuild maintained that the claim stayed with Astaris because its causal root predated the *concordato*. On that view, SCMS was left with the shares and liquidation distributions the plan provides for unsecured creditors. C.A.App. A370-71 (¶ 9), A375-76 (¶ 22), A548, A722 (¶ 35).

2. On October 18, 2023, SCMS sued Webuild in Delaware, Ontario, and Québec, seeking substantially the same relief in each case. C.A.App. A16-40, A377 (¶ 27). In March 2024, Webuild sued SCMS and Astaris in Rome, seeking a declaration that the award obligation remained with Astaris. C.A.App. A676-77 (¶¶ 5-7), A683-88.

The Ontario courts deferred to Italy. The trial court stayed SCMS's action, holding that Ontario was *forum non conveniens* for "the threshold issue of whether Webuild assumed Astaldi's liability under the arbitration." Dist. Ct. Dkt. 38-1, at 2 (¶ 7) (Ont. Super. Ct. J. Aug. 15, 2024). The Ontario Court of Appeal affirmed, explaining that liability is "a prerequisite to enforcement." *Astaldi Sucursal Chile v. Sociedad Concesionaria Metropolitana de Salud S.A.*, 2026 ONCA 28, ¶¶ 93-96 (Ont. Ct. App. Jan. 20, 2026).

SCMS later filed a fourth action in Connecticut. The district court there dismissed on *forum non conveniens* grounds, stressing Italy's interest in the consequences of its own restructuring. *Sociedad Concesionaria Metropolitana de Salud S.A. v. Webuild S.p.A.*, 2026 WL 84524, at *8-10 (D. Conn. Jan. 12, 2026), *appeal pending*, No. 26-336 (2d Cir.).

3. In Delaware, SCMS petitioned under 9 U.S.C. § 207 to confirm the award and enforce it against Webuild, even though Astaldi is the award debtor. App. 4a, 33a-34a. It alleged that Webuild had assumed Astaldi's liability "pursuant to the [Italian transaction] and Italian law." C.A.App. A37 (¶ 59). It sought a judgment of nearly $140 million against Webuild and did not name Astaldi as a defendant. C.A.App. A16, A39.

SCMS did "not dispute" that the court lacked personal jurisdiction over Webuild, an Italian company "with no operations in Delaware." App. 34a. It relied instead on Webuild's shares in a Delaware holding company, Webuild US Holdings, Inc., which SCMS said were "deemed to be located in Delaware as a matter of law." App. 35a; *see* Del. Code Ann. tit. 8, § 169. (The same statute deemed the Greyhound shares in *Shaffer* to be located in Delaware. 433 U.S. at 192.) SCMS did not dispute that the holding company had no connection to the underlying controversy. App. 35a.

The district court dismissed. Applying *Shaffer* and *Rush*, it held that Webuild's ownership of the Delaware shares could not support jurisdiction. App. 35a-36a. And footnote 36 could not help SCMS in any event, the court explained, because SCMS had not asked it "to recognize, let alone enforce, in this action a determination by a court of competent jurisdiction that Webuild is its debtor." App. 36a-37a.

The Third Circuit vacated. Relying on footnote 36, it held that, "[w]ithout regard to minimum contacts, a district court can exercise traditional attachment jurisdiction to enforce a foreign arbitral award" and that the property "does not need any relation to the underlying cause of action." App. 29a.

The Third Circuit further held that the district court itself could decide Webuild's liability. If the district court found that Webuild was Astaldi's successor, the court explained, "then a 'court of competent jurisdiction' will have determined that 'the defendant is a debtor of the plaintiff.'" App. 30a (quoting *Shaffer*, 433 U.S. at 210 n.36). The district court thus had "both the power and the obligation" to decide successor liability as part of determining its own jurisdiction, even if that question also went to the merits. App. 30a-31a.

The panel declined to resolve the successor question itself. It called that question "complex" and "heavily factual." App. 32a. The parties had already filed "more than 150 pages of briefs and expert declarations, along with hundreds of pages of exhibits, devoted solely to whether Webuild assumed liability for the award." *Id.* Answering the question, the panel said, "likely requires delving into" whether Delaware or Italian law applies, "the relation between the Italian *Concordata* and the Chilean arbitration," and "the niceties of a multi-billion-dollar two-step merger and spin-off transaction that occurred in Italy." *Id.* The panel left all of that for the district court to decide as a question of its own jurisdiction, "regardless of how complex it may be" and through "a plenary trial" if necessary. App. 30a. The same opinion described a court's role in confirming a foreign award as "very limited." App. 26a.

The court of appeals denied panel and en banc rehearing on June 30, 2026. App. 39a-40a.

REASONS FOR GRANTING THE PETITION

This case presents an acknowledged conflict over the meaning of *Shaffer v. Heitner*, 433 U.S. 186 (1977). The lower courts have split four ways over whether a court may enforce a foreign judgment or arbitral award against a defendant whose only connection to the State is property that has nothing to do with the dispute. The Fourth Circuit says no, applying *Shaffer*'s ordinary rule. Some state appellate courts go to the other extreme, reading *Shaffer* to apply only to the court that first decides liability, so a court recognizing a foreign judgment needs neither property nor other ties to the State. The Second and Ninth Circuits and the Washington Supreme Court hold, based on footnote 36, that a defendant's property in the State is enough, even if it has nothing to do with the dispute, but only if a court or tribunal has already held the defendant liable.

The decision below deepened that conflict. Like the Second and Ninth Circuits, the Third Circuit held that a court may enforce an award against the defendant's property in the State even if the property has nothing to do with the dispute. But it dropped the requirement that a court or tribunal of competent jurisdiction must first hold the defendant liable. Instead, it held that, as long as the plaintiff alleges that the defendant is liable under the foreign award, the U.S. court gets to decide the defendant's liability itself, even if the defendant otherwise lacks minimum contacts with that forum.

The Third Circuit's rule is wrong and conflicts with *Shaffer* itself. When no court or tribunal with jurisdiction over the defendant has held it liable, the enforcing court is not collecting a debt but deciding whether the defendant owes one. That is an ordinary

lawsuit to establish liability. *Shaffer* holds that a court cannot hear such a lawsuit just because the defendant owns property in the State that has nothing to do with the dispute. It can hear that lawsuit only if the assertion of jurisdiction over that defendant would comport with due process under *International Shoe Co. v. Washington*, 326 U.S. 310 (1945). Footnote 36 does not change the answer. It obviates the need for personal jurisdiction only where the defendant has already been held liable by a court that had personal jurisdiction. The Third Circuit's rule, by contrast, lets U.S. courts establish a defendant's liability even if the defendant lacks minimum contacts with the forum. That is flatly contrary to *Shaffer*.

If left in place, the Third Circuit's rule will make Delaware (and other jurisdictions in the Third Circuit) a hub for global litigation. Delaware law treats the shares of every Delaware corporation as located in Delaware, so every foreign company with a Delaware subsidiary owns property there. Under the Third Circuit's rule, a creditor holding an award against one foreign company can sue another in Delaware and ask the court to decide whether the second company is responsible for the first company's debt. This case illustrates the problem that loophole causes. A Chilean creditor has asked a Delaware court to decide whether a restructuring approved by an Italian court moved liability for a Chilean award from one Italian company to another. Because creditors choose where to file, more such cases will follow. Each will ask an American court to pass judgment on transactions abroad. And each invites foreign courts to treat American companies with subsidiaries abroad the same way.

This Court should intervene to prevent that outcome, and this case is an ideal vehicle for doing so. The question presented is purely legal. The Third Circuit answered it in a precedential opinion, and that answer is the sole basis for the judgment below. Nearly 50 years after *Shaffer*, lower courts still disagree about what it means for foreign judgments and arbitral awards. The Court should settle that question now, in this case.

I. The Decision Below Deepens An Acknowledged Conflict Over Jurisdiction To Enforce Foreign Judgments And Awards

The decision below deepens a conflict acknowledged by courts,[1] practitioners,[2] and the reporters for two Restatements[3] over how *Shaffer* applies to foreign

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[1] *See Alterna Aircraft V B Ltd. v. SpiceJet Ltd.*, 587 P.3d 89, 93-95 (Wash. 2026) (courts have read *Shaffer*'s footnote 36 in "different ways"); *Societe Nationale d'Operations Petrolieres de la Cote d'Ivoire v. MRS Holdings Ltd.*, 2024 WL 6968988, at *8 (S.D. Fla. Dec. 18, 2024) ("There is currently a circuit split . . . .").

[2] *See* Mark W. Friedman et al., Debevoise & Plimpton LLP, *Third Circuit Expands Pathways for Enforcement of Foreign Arbitral Awards Against U.S.-Based Assets* (June 12, 2026) (explaining that the Third Circuit expanded property-based jurisdiction over foreign companies even beyond the Second and Ninth Circuits, in conflict with the Fourth Circuit, which continues to require a showing of minimum contacts), https://www.debevoise.com/insights/publications/2026/06/third-circuit-expands-pathways-for-enforcement-of.

[3] *See* Br. of *Amicus Curiae* Prof. George A. Bermann in Supp. of Pet'rs 21, *CC/Devas (Mauritius) Ltd. v. Antrix Corp.*, 605 U.S. 223 (2025) (Nos. 23-1201 & 24-17 (U.S. Dec. 11, 2024)) ("Circuit courts have adopted inconsistent positions on the need for minimum contacts in actions to enforce awards against foreign award debtors under the New York Convention."); Br. for Prof. Paul B. Stephan as *Amicus Curiae* in Supp. of Resp'ts 24-25 & n.11, *CC/Devas*, Nos. 23-1201 & 24-17 (U.S. Jan. 24, 2025) (agreeing that "[t]he lower courts are split"); William S. Dodge,

judgments and awards. The conflict is square and indisputable. And because it turns on the meaning of this Court's precedents, the split will persist until this Court intervenes.

Lower courts have divided into four camps:

1. The Fourth Circuit applies the ordinary minimum-contacts requirement to suits to enforce foreign awards: "when the property which serves as the basis for jurisdiction is completely unrelated to the plaintiff's cause of action, the presence of property alone will not support jurisdiction." *Base Metal Trading, Ltd. v. OJSC "Novokuznetsky Aluminum Factory,"* 283 F.3d 208, 213 (4th Cir. 2002). The creditor there sought to confirm a Moscow arbitral award by attaching aluminum in Baltimore that it said belonged to the Russian award debtor. *Id.* at 211, 214. But "the aluminum b[ore] no relationship to the arbitration award Base Metal s[ought] to confirm," so it could not support jurisdiction. *Id.* at 214. The court refused to relax *Shaffer*'s rule for arbitral awards. It acknowledged the "general public policy interest in encouraging and enforcing arbitration agreements," but held that "that interest is not paramount to the interests protected by the Due Process Clause." *Id.* at 215; *see Btesh v. Btesh*, No. 23-cv-23679, slip op. 47-51 (S.D. Fla. Mar. 21, 2025), ECF No. 92 (applying *Base Metal*), *appeal pending*, No. 25-11265 (11th Cir.).

The decision below squarely conflicts with the Fourth Circuit's *Base Metal* decision, reaching the

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Washington Supreme Court Requires In-State Property for Recognition of Foreign Judgments, Transnat'l Litig. Blog (May 5, 2026) ("Courts in the United States have divided . . . over whether due process requires the presence of property within the state when a court lacks in personam jurisdiction."), https://tlblog.org/?p=10484.

opposite result on materially identical facts. Both here and in *Base Metal*, a creditor petitioned under the New York Convention to confirm a foreign arbitral award, the creditor relied on property that had nothing to do with the award, and the district court found that the defendant lacked minimum contacts with the forum. The Fourth Circuit affirmed the dismissal. *Base Metal*, 283 F.3d at 214-15. The Third Circuit, by contrast, vacated the district court's dismissal for lack of jurisdiction, holding that a court may proceed "[w]ithout regard to minimum contacts." App. 2a, 29a, 32a.

2. Some state appellate courts take the opposite position from the Fourth Circuit: they permit enforcement of foreign judgments in their courts without requiring any showing of personal jurisdiction over the defendant. New York's appellate courts read *Shaffer* to require personal jurisdiction only when a court decides whether a debtor is liable, not when a later court recognizes that decision. *See Abu Dhabi Com. Bank PJSC v. Saad Trading, Contracting & Fin. Servs. Co.*, 117 A.D.3d 609, 612-13 (N.Y. App. Div. 2014). A creditor seeking recognition, they reason, need not establish personal jurisdiction because it "does not seek any new relief against the judgment debtor, but instead merely asks the court to perform its ministerial function of recognizing the foreign country money judgment and converting it into a New York judgment." *Lenchyshyn v. Pelko Elec., Inc.*, 281 A.D.2d 42, 49 (N.Y. App. Div. 2001); *see id.* at 47-50; *Abu Dhabi*, 117 A.D.3d at 611-13. A Houston appellate court took the same view, holding that a creditor may obtain recognition now and pursue enforcement later, "if or when the judgment debtor appears to be maintaining assets in Texas." *Haaksman*

v. Diamond Offshore (Bermuda), Ltd., 260 S.W.3d 476, 481 (Tex. App. 2008). The Third Circuit called this no-need-for-jurisdiction approach "constitutionally suspect." App. 24a n.11; *accord Frontera Res. Azer. Corp. v. State Oil Co. of Azer. Republic*, 582 F.3d 393, 397-98 (2d Cir. 2009); *Alterna*, 587 P.3d at 95.

3. The Second and Ninth Circuits have adopted a middle ground, holding that property in the State is enough for jurisdiction, even without minimum contacts and even if the property has nothing to do with the dispute, but only if another competent court or tribunal has already held the defendant liable. *See Frontera*, 582 F.3d at 397-98; *Cerner Middle E. Ltd. v. iCapital, LLC*, 939 F.3d 1016, 1022 (9th Cir. 2019). Those circuits essentially extend *Shaffer* footnote 36's reasoning under the Full Faith and Credit Clause in domestic cases to U.S. lawsuits seeking to enforce *foreign* arbitral awards.

Other courts have also followed that approach. The Washington Supreme Court did so, but by a narrow margin. A five-justice majority held that a creditor holding a foreign judgment need only "establish that the judgment debtor has property in Washington." *Alterna*, 587 P.3d at 95. The four dissenting justices would have joined the state courts that require no jurisdictional basis at all. *Id.* at 96-98 (Madsen, J.P.T., dissenting). A Michigan appellate court and the Dallas Court of Appeals agree with the majority. *See Electrolines, Inc. v. Prudential Assurance Co.*, 677 N.W.2d 874, 885 (Mich. Ct. App. 2003); *Dynaresource de Mex. S.A. de C.V. v. Goldgroup Res., Inc.*, 667 S.W.3d 918, 926-29 (Tex. App. 2023).

In each of these jurisdictions, a prior judgment from a court of competent jurisdiction is critical. The Ninth Circuit permits jurisdiction only when "(1) a court of

competent jurisdiction rendered a judgment against [the defendant], and (2) [the defendant] owns property in the forum state." *Cerner*, 939 F.3d at 1022; *see also Government of Lao People's Democratic Republic v. Baldwin*, 2021 WL 5435114, at *6-8 (D. Idaho Nov. 19, 2021) (applying Ninth Circuit's test and declining jurisdiction over property of alleged alter egos whom no court had held liable); *CME Media Enters. B.V. v. Zelezny*, 2001 WL 1035138, at *3 (S.D.N.Y. Sept. 10, 2001) (quasi in rem jurisdiction "is used to attach property to collect a debt based on a claim already adjudicated in a forum where there was personal jurisdiction over the defendant"). In that posture, "due process concerns are satisfied . . . by the previous rendering of a judgment by a court of competent jurisdiction." *Office Depot Inc. v. Zuccarini*, 596 F.3d 696, 700 (9th Cir. 2010).

4. The Third Circuit purported to join the Second and Ninth Circuits, but it discarded their requirement of a prior foreign judgment against the defendant. As explained above, SCMS's arbitral award runs against *Astaldi*; no arbitrator or court has determined that *Webuild* is SCMS's debtor. Under the Second and Ninth Circuits' rules, that should have triggered the ordinary minimum-contacts requirement, because *Shaffer*'s suggested exception requires that the judgment debtor has already been adjudicated to be liable by a court that had personal jurisdiction over it. And because it is undisputed that Webuild lacks minimum contacts with Delaware, the Third Circuit should have affirmed the district court's dismissal.

But instead, the Third Circuit held that, because SCMS claimed that Webuild was bound by the foreign judgment against Astaldi, the Delaware federal court could adjudicate SCMS's claim against Webuild

without a showing that Webuild had minimum contacts with the jurisdiction. In the view of the court below, as long as the judgment creditor *asserts* that the defendant is bound by a foreign judgment, a U.S. court can adjudicate that dispute without any showing that the defendant otherwise has minimum contacts with the forum. In short, the Third Circuit allows courts to determine *whether* a defendant is liable for a foreign judgment, without requiring minimum contacts between the asserted debtor and the forum.

* * *

The lower courts are thus deeply divided. And that confused state of affairs is intolerable. Whether a foreign company must answer for an award against another company in an American court now turns on nothing more than where the creditor chooses to file. In Maryland, for example, a creditor cannot hale a foreign company into federal court to enforce a foreign award just because the company owns unrelated property there. *See Base Metal*, 283 F.3d at 213-15. But just across the state line in Delaware, a creditor now can. App. 29a-31a. The Due Process Clause cannot mean one thing in Baltimore and another in Wilmington. And because the disagreement concerns what this Court meant in *Shaffer*, it will not resolve itself without this Court's intervention.

II. The Decision Below Conflicts With *Shaffer*

SCMS holds an arbitral award against Astaldi. Its petition asks the district court to decide, for the first time, whether Webuild owes that award. The Third Circuit held that the district court may decide that question "[w]ithout regard to minimum contacts," based solely on Webuild's shares in a Delaware holding company that has nothing to do with the arbitral dispute. App. 29a-31a. *Shaffer* held that property of

that kind cannot, by itself, give a court jurisdiction to decide a claim against its owner. 433 U.S. at 213-16. Footnote 36 does not change that rule. It speaks to collection after "a court of competent jurisdiction" has determined "that the defendant is a debtor of the plaintiff." *Id.* at 210 n.36. It does not let a court use the defendant's property to decide whether the defendant owes the debt at all. *Id.* The square conflict between the decision below and *Shaffer* provides another, independent reason for review.

1. In *Shaffer*, a shareholder sued Greyhound's nonresident officers and directors in Delaware. To obtain jurisdiction, he seized their shares in Greyhound, a Delaware corporation. 433 U.S. at 189-92. The shares had nothing to do with his claim. This Court held that the shares could not, by themselves, give the Delaware court jurisdiction to decide the claim against their owners. *Id.* at 213-16.

The Court reached that conclusion after rejecting the main argument for letting property alone support jurisdiction: a debtor should not be able to escape its obligations by moving its assets to a State where it cannot be sued. *Id.* at 210. The Court explained that this concern does not "support jurisdiction to adjudicate the underlying claim." *Id.* At most, it would let a State hold the property as security while the plaintiff sued in a State that had jurisdiction under *International Shoe*. *Id.* And once the plaintiff won a judgment there, the Full Faith and Credit Clause would make that judgment "enforceable in all other States." *Id.*

Footnote 36 is attached to that last sentence. It suggests that, once "a court of competent jurisdiction" has determined "that the defendant is a debtor of the plaintiff," there "would seem to be no unfairness"

in letting the plaintiff collect from the defendant's property in another State, "whether or not that State would have jurisdiction to determine the existence of the debt as an original matter." *Id.* at 210 n.36. The reason the Court said there "would seem to be no unfairness" is that the Court was addressing a situation where a court with personal jurisdiction over the defendant has already decided that the defendant owes the debt. It did not authorize a court without jurisdiction to make that decision itself.

2. The Third Circuit allowed the district court to make exactly that decision. No court or tribunal has determined that Webuild owes SCMS's award. The arbitrator decided *Astaldi's* liability to SCMS under the hospital construction contract, not whether the Italian restructuring made *Webuild* responsible for that liability. So before SCMS can recover anything from Webuild, the district court must decide that question. App. 29a-32a. Doing so would determine "the existence of the debt as an original matter," the very determination footnote 36 assumes a court of competent jurisdiction has already made. *Shaffer*, 433 U.S. at 210 n.36; *cf. Peacock v. Thomas*, 516 U.S. 349, 357 (1996) (power to enforce a judgment does not extend to "a subsequent lawsuit to impose an obligation to pay an existing federal judgment on a person not already liable for that judgment").

The Third Circuit described this as a proceeding "to confirm and enforce a foreign arbitral award, rather than to adjudicate the underlying merits." App. 28a. But its own description of the work to be done on remand shows otherwise. It called the successor question "complex" and "heavily factual." App. 32a. Answering it, the court said, "likely requires delving into" whether Delaware or Italian law applies, "the

relation between the Italian *Concordata* and the Chilean arbitration," and "the niceties of a multi-billion-dollar two-step merger and spin-off transaction that occurred in Italy." *Id.* And the Third Circuit directed the district court to resolve those issues as a question of its own jurisdiction, through "a plenary trial" if necessary. App. 30a. This Court has cautioned that "[c]omplex jurisdictional tests complicate a case, eating up time and money as the parties litigate, not the merits of their claims, but which court is the right court to decide those claims." *Hertz Corp. v. Friend*, 559 U.S. 77, 94 (2010). That is what awaits Webuild in district court.

That result is flatly inconsistent with footnote 36 of *Shaffer*. Footnote 36 linked the lack of "unfairness" to the fact that the defendant *has already been* adjudicated liable by a court with personal jurisdiction. 433 U.S. at 210 n.36 ("[o]nce it has been determined by a court of competent jurisdiction"). Once the defendant has had its day in a court with power over it, all that remains is collection. *See id.* But under the Third Circuit's rule, an *alleged* judgment debtor must try the entire dispute, under foreign law, in a court that undisputedly lacks personal jurisdiction over it. App. 34a. That is the kind of jurisdiction *Shaffer* called "fundamentally unfair to the defendant." 433 U.S. at 212.

3. The Third Circuit supplied the prior adjudication that footnote 36 requires by pointing to a decision that has not yet been made: the district court's own ruling on remand. If the court finds that Webuild is Astaldi's successor, the panel reasoned, "then a 'court of competent jurisdiction' will have determined that 'the defendant is a debtor of the plaintiff.'" App. 30a (quoting *Shaffer*, 433 U.S. at 210

n.36). That reasoning ignores *Shaffer*'s distinction between deciding liability and enforcing a debt. Under *Shaffer*, the court in which the (unrelated) property is located could adjudicate the request for attachment only because another court of competent jurisdiction had already decided that the defendant is liable. It never authorized the former to adjudicate the defendant's liability in the first instance.

The Third Circuit invoked the principle that courts must resolve questions on which their jurisdiction depends, even when those questions overlap with the merits. App. 30a-31a (citing *United States v. Ruiz*, 536 U.S. 622, 628 (2002), and *Bolivarian Republic of Venez. v. Helmerich & Payne Int'l Drilling Co.*, 581 U.S. 170, 178 (2017)). But that principle does not apply here. The question is not simply whether Webuild owes the debt. It is whether a court of competent jurisdiction has already held Webuild liable. *See Shaffer*, 433 U.S. at 210 n.36. In *Helmerich*, by contrast, the court had to determine whether property had been taken in violation of international law. The statute required no earlier judgment establishing that violation. 581 U.S. at 173-74, 178.

An analogy to appellate jurisdiction makes the error clear. Section 1291 grants jurisdiction over appeals from "final decisions of the district courts." 28 U.S.C. § 1291. A court of appeals may determine whether the district court has entered a final decision. If none exists, it cannot decide the case itself and then treat its own ruling as the decision authorizing the appeal. Yet the Third Circuit authorized the same sort of substitution here: the district court would decide Webuild's liability and then count its own ruling as the prior judgment that authorized it to decide that liability. App. 30a.

Shaffer held that a court in Delaware could not decide a claim against a defendant based solely on the defendant's shares in a Delaware corporation, when the shares had nothing to do with the claim. 433 U.S. at 213-16. The Third Circuit held that a court in Delaware may do exactly that, so long as the plaintiff holds an award against another company and claims the defendant must pay it. App. 29a-31a. That conflict with *Shaffer* warrants this Court's review.

III. The Decision Below Makes Delaware A Global Hub For Litigation Over Foreign Disputes

The decision below invites creditors worldwide to bring their foreign disputes to Delaware. The parties may be foreign, the arbitration or adjudication may have occurred abroad, and the events said to make the defendant liable may have no connection to this country. Still, a creditor may litigate that liability in Delaware by alleging that a company with a Delaware subsidiary succeeded to the award debtor's obligations. App. 29a-32a. Given Delaware's prominence as a place of incorporation, the rule opens an American forum to disputes arising throughout the world. Foreign companies must now account for that exposure when investing here, and foreign courts may face competing American rulings on transactions governed by their own law.

1. The United States attracts more foreign direct investment than any other country.[4] Delaware describes itself as the "preferred U.S. legal domicile" for "multinational enterprises that engage in merger

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[4] *See* U.N. Conf. on Trade & Dev., *Foreign Direct Investment Explorer* (reporting 2025 data), https://unctad.org/topic/investment/foreign-direct-investment-explorer (last visited Oct. 23, 2026).

and acquisition activity."[5] And Delaware law treats the shares of every Delaware corporation as located in the State for purposes of attachment and jurisdiction. *See* Del. Code Ann. tit. 8, § 169.

Delaware's appeal to foreign investors now gives foreign creditors a reason to sue there. SCMS's own counsel emphasized the decision's significance for foreign defendants that "will often lack sufficient connections with the United States to establish contacts-based personal jurisdiction," particularly because many foreign companies own subsidiaries incorporated in Delaware.[6]

That exposure carries costs even for companies that ultimately prevail. They must retain U.S. counsel and defend claims about foreign transactions in a forum far from the relevant witnesses and evidence. This Court recognized the investment consequences of comparable exposure in *Daimler AG v. Bauman*, 571 U.S. 117 (2014). The *Daimler* Court rejected an approach that threatened "to subject foreign corporations to general jurisdiction whenever they have an in-state subsidiary or affiliate." *Id.* at 136. It also credited the Solicitor General's concern that unpredictable jurisdiction based on American subsidiaries could discourage foreign investment. *Id.* at 142. The decision below creates a similar concern: choosing Delaware for an American subsidiary now

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[5] Del. Div. of Corps., *Facts and Myths*, https://corplaw.delaware.gov/facts-and-myths/ (last visited Oct. 23, 2026).

[6] Miguel A. Estrada et al., Gibson, Dunn & Crutcher LLP, *Third Circuit Confirms District Courts' Authority and Obligation to Resolve Jurisdictional Disputes in Arbitral Award Enforcement Disputes* (May 27, 2026), https://www.gibsondunn.com/third-circuit-confirms-district-courts-authority-and-obligation-to-resolve-jurisdictional-disputes-in-arbitral-award-enforcement-disputes/.

exposes the foreign parent to litigation over debts having nothing to do with that investment.

2. The consequences are particularly troubling for foreign restructurings. A restructuring allocates assets and obligations among a company, its creditors, and those acquiring its business. This Court has long recognized the importance of respecting such arrangements abroad: "the true spirit of international comity requires that schemes of this character, legalized at home, should be recognized in other countries." *Canada S. Ry. Co. v. Gebhard*, 109 U.S. 527, 539 (1883). But a competing American ruling about who owes those obligations can unsettle the rights the restructuring was meant to establish.

This is a case in point. The dispute concerns whether an Italian restructuring transferred liability for a Chilean award from one Italian company to another. App. 32a. Webuild has asked an Italian court to decide that question. C.A.App. A676-77 (¶¶ 5-7).[7] The Third Circuit nevertheless authorized another adjudication of that liability in Delaware.

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[7] While Webuild has obtained *forum non conveniens* relief in other proceedings brought by SCMS, *see supra* p. 10, that doctrine cannot reliably prevent duplicative litigation of foreign disputes in American courts. To begin, the courts of appeals disagree over whether the doctrine is available in foreign-award enforcement proceedings at all. *Compare Devas Multimedia Priv. Ltd. v. Antrix Corp.*, 187 F.4th 1077, 1090-92 (9th Cir. 2026) (holding it unavailable), *and TMR Energy Ltd. v. State Prop. Fund of Ukr.*, 411 F.3d 296, 303-04 (D.C. Cir. 2005) (finding no adequate foreign forum because foreign courts could not reach American assets), *with Figueiredo Ferraz e Engenharia de Projeto Ltda. v. Republic of Peru*, 665 F.3d 384, 390-92 (2d Cir. 2011) (permitting dismissal). And even where the doctrine applies, it depends on the court's discretionary balancing of private and public interests, so it offers no substitute for the constitutional limits on jurisdiction to hear the case.

App. 29a-32a. Ownership of a Delaware subsidiary gives Delaware no comparable interest in deciding how the Italian restructuring allocated those debts.

The Third Circuit's rule creates comparable risks for American companies too. If foreign courts adopt the same approach, an American company's foreign subsidiary could become the basis for litigating abroad whether an American restructuring transferred another company's debts to it. This Court has urged "'[g]reat care and reserve'" when extending personal jurisdiction internationally. *Asahi Metal Indus. Co. v. Superior Ct.*, 480 U.S. 102, 115 (1987) (quoting *United States v. First Nat'l City Bank*, 379 U.S. 378, 404 (1965) (Harlan, J., dissenting)). It has also recognized that expansive assertions of American jurisdiction have impeded negotiations over reciprocal recognition and enforcement of judgments. *See Daimler*, 571 U.S. at 141-42. The United States has little to gain from encouraging other nations to treat ownership of a local subsidiary as an invitation to adjudicate American companies' obligations.

3. The rule also encourages creditors to use award-enforcement proceedings to litigate the same unresolved liability in multiple countries. The Convention seeks uniform standards for recognizing arbitration agreements and enforcing awards. *See Scherk v. Alberto-Culver Co.*, 417 U.S. 506, 520 n.15 (1974). Congress implemented that goal by authorizing a party to seek confirmation "as against any other party to the arbitration." 9 U.S.C. § 207. Neither objective is advanced by multiplying proceedings over whether a company that did not participate in the arbitration must pay the resulting award.

Collecting an award may require proceedings in several countries because the debtor's assets are

dispersed. But proceedings to establish an alleged successor's liability present a different problem. Each additional forum offers another opportunity to litigate the same transaction, under potentially different choice-of-law rules and with potentially different results. The creditor gains another chance to establish liability; the defendant must bear the expense of contesting it again. That invites the "jockeying by the parties to secure tactical litigation advantages" this Court has warned against in international arbitration. *Cf. Scherk*, 417 U.S. at 516-17.

There is no need for the Third Circuit's abandonment of the minimum-contacts requirement. Ordinary jurisdictional limits leave creditors free to pursue a genuine successor. They can establish liability in a court with jurisdiction over that company and then pursue the available means of enforcement. What the decision below does is open all foreign companies up to having to litigate assertions of primary liability in an American forum selected because of a subsidiary's place of incorporation, however distant that forum may be from the dispute that produced the award or judgment. This Court should grant review before defending liability for another company's foreign award or judgment becomes a routine cost of owning a Delaware subsidiary.

IV. This Case Is An Ideal Vehicle

This case squarely presents a pure question of law that implicates a recognized split. The issue was fully briefed and passed upon below. The district court held that *Shaffer* foreclosed jurisdiction based solely on Webuild's unrelated Delaware shares. App. 35a-37a. The Third Circuit reached the opposite conclusion and vacated the dismissal on that basis. App. 29a-32a. Its interpretation of *Shaffer* supplied the sole basis for the

judgment under review. The Court can resolve that question without deciding whether Webuild assumed Astaldi's obligations or addressing any question of Italian law.

Nor would further proceedings sharpen the question presented. The panel remanded for the district court to resolve "the complex, heavily factual successor-in-interest question," through a trial if necessary. App. 30a, 32a. Those proceedings would determine whether Webuild owes the debt. But they would have no bearing on the question presented: whether unrelated property permits the district court to adjudicate that question in the first place. The competing interpretations of *Shaffer* are fully developed, and the conflict warrants resolution now.

CONCLUSION

The petition for a writ of certiorari should be granted.

Respectfully submitted,

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