NOT FOR PUBLICATION

In the United States Court of Appeals For the Eleventh Circuit

No. 26-11499
Non-Argument Calendar

SIR GEORGE WILLIAM BUCKLEY,

Plaintiff-Appellant,

versus

DETLEF SCHNEIDER,
RUDIGER STAHL,
STEFAN SCHNEIDER,
TQ-SYSTEMS USA,
THOMAS KIRNBERGER, et al.,

Defendants-Appellees.

Appeal from the United States District Court
for the Southern District of Florida
D.C. Docket No. 2:25-cv-14366-AMC

Before JILL PRYOR, BRANCH, and GRANT, Circuit Judges.

PER CURIAM:

George Buckley invested in Weframe AG, a German company that made a large touchscreen device for conference rooms. He became one of its principal shareholders and the chairman of its supervisory board. A German manufacturer, TQ-Group, later invested in Weframe, too. The two shareholders signed an agreement that said all disputes under or in connection with the Shareholder Agreement would be heard in Munich. Buckley now says that TQ-Group, and the men who ran it, squeezed Weframe of cash, induced him to put €2 million into the company to keep it alive, and then pushed him out. He sued them in Florida, and the district court dismissed the case for forum non conveniens. We affirm.

I.

Weframe AG, a German company, made a product it called the Sessionboard—a freestanding screen meant to let teams brainstorm and share their work in real time. Buckley, a Florida resident, invested, became a significant shareholder, and served as Chairman of the Supervisory Board.

To scale the Sessionboard, Weframe needed a manufacturer. In 2018, it found one in TQ-Group, another German company. TQ-Group built the Sessionboards through its German subsidiary, TQ-Systems, but quickly invested in Weframe. The Shareholder Agreement memorializes Buckley and TQ-Group's relationship as shareholders. It charters the Weframe's supervisory board, its management board, and the shareholders' information rights. It

also says that German law governs and that "[e]xclusive venue for all disputes under or in connection with this Agreement, to the extent legally permissible, is Munich."

According to Buckley, his functional partnership with TQ-Group did not last. As he tells it, TQ-Group soon held "sway over nearly every operational and financial lever within Weframe" and used that leverage to diminish his authority as chairman. Three men played prominent roles. Detlef Schneider owned most of TQ-Group. Thomas Kirnberger was the head of finance at TQ-Systems, and Stefan Schneider was its chief operating officer. All three are German nationals. Detlef and Kirnberger got the login credentials to Weframe's accounting system and took "de facto control of Weframe's cash flow." This meant Weframe could not meet payroll or pay its creditors unless TQ-Group released the funds.

As manufacturing costs rose, Weframe looked elsewhere and found a cheaper manufacturer in Asia. But Detlef, Kirnberger, and Stefan used TQ-Group's seat on the supervisory board to "resist restructuring, oppose the alternative manufacturer, and block lifeline financing."

Weframe soon needed more cash, so TQ-Group approached Buckley about a convertible loan. Under the proposed terms, both parties would contribute funding to restore company liquidity. In the face of mounting pressure, Weframe, TQ-Group, and Buckley signed the €9.3 million Loan Agreement in February 2022. Buckley contributed €2 million in cash.

The money did not save the company. Buckley alleges that TQ-Group drove Weframe into insolvency with a plan to bankrupt Weframe, buy it cheap, and "eliminate Buckley's stake entirely." Weframe filed for insolvency in May 2022. TQ-Group bought its assets and kept the business running under its own control.

Buckley sued Detlef, Stefan, Kirnberger, TQ-Group, and TQ-Systems in the Southern District of Florida. His second amended complaint brings 13 counts: fraudulent inducement, conspiracy to commit fraud, negligent misrepresentation, breach of fiduciary duty, and aiding and abetting breach of fiduciary duty. The defendants moved to dismiss for forum non conveniens based on the forum-selection clause and the district court granted it on that ground. The district court held that the clause covered Buckley's claims. Buckley appeals.

II.

We review dismissal for forum non conveniens for abuse of discretion, and we will affirm "unless we find that the district court has made a clear error of judgment, or has applied the wrong legal standard." *AQuate II LLC v. Myers*, 100 F.4th 1316, 1320 (11th Cir. 2024) (quotation omitted). If the district court "has considered all relevant public and private interest factors," and its balancing of those factors is reasonable, "its decision deserves substantial deference." *Tazoe v. Airbus S.A.S.*, 631 F.3d 1321, 1330 (11th Cir. 2011) (quotation omitted). We review de novo the enforceability of a forum-selection clause. *See Turner v. Costa Crociere S.p.A.*, 9 F.4th 1341, 1345 (11th Cir. 2021).

III.

Buckley asks us to revive a forfeited non-signatory party argument and argues the Shareholder Agreement's forum-selection clause does not reach this dispute.[1] We tackle each argument in turn.

A.

Buckley argues that the forum-selection clause cannot support dismissal of his claims against Detlef, Stefan, Kirnberger, and TQ-Systems because none of them signed the Shareholder Agreement. Yet this is the first time he makes this argument. Buckley does not even contend otherwise; his reply brief accepts that the omission may be "a forfeiture of the non-signatory theory itself" and asks us to excuse it. We decline.

We function in an "adversarial system of adjudication," in which "we rely on the parties to frame the issues for decision and assign to courts the role of neutral arbiter of matters the parties present." *United States v. Campbell*, 26 F.4th 860, 872 (11th Cir. 2022) (quotation omitted). That system assumes "that the parties know what is best for them, and are responsible for advancing the facts and arguments entitling them to relief." *Id.* (quotation omitted). For that reason, we ordinarily do not consider an issue raised for

[1] Buckley raises no independent challenge to the district court's weighing of relevant factors under the modified *Atlantic Marine Construction* forum non conveniens framework. *See Atl. Marine Constr. Co. v. U.S. Dist. Ct. for W. Dist. of Tex.*, 571 U.S. 49 (2013). Affirming that the forum-selection clause controls will resolve this entire appeal.

the first time on appeal. A party who wants to preserve an issue must allow a district court the "opportunity to recognize and rule on it." *CSX Transp., Inc. v. Gen. Mills, Inc.*, 846 F.3d 1333, 1336–37 (11th Cir. 2017) (quotation omitted). We review claims of judicial error, and if we regularly addressed questions that lower courts "never had a chance to examine, we would not only waste our resources, but also deviate from the essential nature, purpose, and competence of an appellate court." *Access Now, Inc. v. Sw. Airlines Co.*, 385 F.3d 1324, 1331 (11th Cir. 2004).

That said, our preservation rule "is a sound prudential practice, rather than a statutory or constitutional mandate," and we may set it aside in "extraordinary circumstances." *Campbell*, 26 F.4th at 872–73 (quotation omitted). We have identified five such circumstances: "(1) the issue involves a pure question of law and refusal to consider it would result in a miscarriage of justice; (2) the party lacked an opportunity to raise the issue at the district court level; (3) the interest of substantial justice is at stake; (4) the proper resolution is beyond any doubt; or (5) the issue presents significant questions of general impact or of great public concern." *Id.* at 873. Buckley invokes the first two. Neither applies.

First, Buckley has not explained why declining to reach his non-signatory argument would work a miscarriage of justice. He will have his day in court; it will simply be a court in Munich. *Second*, Buckley had opportunity to raise the issue below. Buckley complains this non-signatory argument was unavailable to him because the decision he relies on, *Declan Flight, Inc. v. Textron*

Eaviation, Inc., 177 F.4th 1110 (11th Cir. 2026), "did not exist when the district court ruled." But the issue was available—just not the case. A party may always cite a new authority in support of a position it took in the district court. *ECB USA, Inc. v. Chubb Ins. Co. of N.J.*, 113 F.4th 1312, 1320–21 (11th Cir. 2024). But that is not the same as allowing it to "raise a new legal ground as the reason it should win." *Id.* at 1321. Buckley had the opportunity to argue this issue but chose a different strategy.[2]

B.

Having no other reason to buck our preservation rule, we therefore consider Buckley's only remaining argument: that his claims do not fall within the scope of the forum-selection clause.[3]

Ordinarily, a court considering a forum non conveniens motion must weigh the "convenience of the parties and various public-interest considerations" and determine if, on balance, a transfer of venue would "serve the convenience of parties and witnesses and otherwise promote the interest of justice." *Atl. Marine Constr. Co. v. U.S. Dist. Ct. for W. Dist. of Tex.*, 571 U.S. 49, 62–

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[2] It is also unclear what work *Declan Flight* is supposed to do for Buckley. *Declan Flight* held that Slovenian law has a restrictive approach to non-signatory enforcement of jurisdiction clauses. *Declan Flight*, 177 F.4th at 1132. There is no reason to believe Slovenian law is binding or persuasive for a German company in a Florida case.

[3] Appellees ask us to strike or disregard Buckley's party-scope arguments under German law. As we resolve this question on forfeiture grounds, that motion is denied as moot.

63 (2013) (quotation omitted). But a forum-selection clause changes the calculus. Enforcing bargained-for clauses protects the parties' "legitimate expectations and furthers vital interests of the justice system." *Id.* at 63 (quotation omitted). A transfer promotes "the interest of justice" and is "given controlling weight in all but the most exceptional cases." *Id.* (quotation omitted).

The Shareholder Agreement sets off the *Atlantic Marine Construction* forum-selection chain reaction. Section 19.7 provides that "[e]xclusive venue for all disputes under or in connection with this Agreement, to the extent legally permissible, is Munich." This clause could hardly be broader. *See Don't Look Media LLC v. Fly Victor Ltd.*, 999 F.3d 1284, 1299 (11th Cir. 2021). That said, an "in connection with" clause has its boundaries. "Connected with" still "connotes the necessity of some direct connection." *Doe v. Princess Cruise Lines, Ltd.*, 657 F.3d 1204, 1219 (11th Cir. 2011) (quotation omitted). A but-for relationship between a claim and a contract is not enough, because "really, universally, relations stop nowhere." *Bahamas Sales Assoc., LLC v. Byers,* 701 F.3d 1335, 1341 (11th Cir. 2012) (quotation omitted); *see also Bailey v. ERG Enters., LP*, 705 F.3d 1311, 1317–18 (11th Cir. 2013). This Court's cases draw the line by asking whether "the tort or breach in question was an immediate, foreseeable result of the performance of contractual duties." *Telecom Italia, SpA v. Wholesale Telecom Corp.*, 248 F.3d 1109, 1116 (11th Cir. 2001).[4] A dispute that occurs in the course of contract

[4] *Byers*, *Bailey*, and *Telecom Italia*, technically define "related to" language rather than "in connection with." *Byers,* 701 F.3d at 1338; *Bailey, LP*, 705 F.3d

performance is covered; one that is not related "with at least some directness," is not. *Id*.

In *Stewart Org., Inc. v. Ricoh Corp.*, 810 F.2d 1066 (11th Cir. 1987), this Court construed language materially identical to the clause here. There, a copy-machine dealer sued its manufacturer for breach of contract, breach of warranty, fraud, and antitrust violations. *Id.* at 1066–67. The dealer agreement gave New York exclusive jurisdiction over "any case or controversy arising under or in connection with this Agreement." *Id.* at 1067. We read that clause to cover "any dispute arising out of or in connection with the dealer-manufacturer relationship," which "includes all causes of action arising directly or indirectly from the business relationship evidenced by the contract." *Id.* at 1070. So, the contract, tort, and statutory claims all went to Manhattan. *Id*. at 1070–71.

The tort Buckley alleges was a foreseeable result of performance under the Shareholder Agreement. The Shareholder Agreement is the relationship charter between Buckley and TQ-Group as co-owners of Weframe. The conduct Buckley complains about is the alleged abuse of that relationship. He pleads TQ-Group used its control of Weframe's finances to "neutralize" his

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at 1315; *Telecom Italia, SpA*, 248 F.3d at 1114. Even so, *Princess Cruise Lines* treats the two as equivalent. *See Princess Cruise Lines, Ltd.*, 657 F.3d at 1219–21; *see also Baldwin v. Express Oil Change, LLC*, 87 F.4th 1292, 1308 (11th Cir. 2023) (defining "in connection with" as "in relation to (something)" or "for reasons that relate to (something)" (quotation omitted)).

"oversight role as Chair," used its board seat "to resist restructuring, oppose the alternative manufacturer, and block lifeline financing," induced him to contribute €2 million to rescue the company, and then withheld payments to force the insolvency that "eliminate[d]" his "stake entirely." Every count incorporates these allegations.

The financing itself was a shareholder transaction. The term sheet is titled "Provision of a convertible loan by TQ and Sir George W. Buckley to weframe AG." It was signed by Weframe, the two lenders, and by the Deputy Chairman of the Supervisory Board in his capacity as a co-shareholder. Paragraph 8 recites that "the signatories are each also material shareholders" and that they agree to the loan's terms "as shareholders by signing hereunder." In other words, one shareholder is alleged to have used a Shareholder Agreement position, through a shareholder financing instrument, to squeeze his co-shareholder out of their company. This dispute, at the very least, sources "indirectly from the business relationship evidenced by" the Shareholder Agreement. *Stewart*, 810 F.2d at 1070.

Buckley's contrary arguments do not persuade us. He emphasizes that the forum-selection clause's object is "this Agreement" and that the Loan Agreement is a different instrument, signed four years later, containing no forum-selection clause of its own. That is true. But that argument would read "in connection with" to mean "under," leaving no work for the broader phrase. *See Princess Cruise Lines*, 657 F.3d at 1218. He also invokes *Byers* and *Bailey*, where the claims fell outside the relevant forum-

selection clause. There, the clause-bearing contracts "did not create the relationships between the parties" and the defendants were strangers to them. *Bailey*, 705 F.3d at 1318; *Byers*, 701 F.3d at 1341. Here the opposite is true: the Shareholder Agreement created the relationship, and TQ-Group is Buckley's counterparty.[5]

Because Section 19.7 of the Shareholder Agreement reaches Buckley's claims, the forum-selection clause controls and the district court properly applied the modified *Atlantic Marine Construction* forum non conveniens framework.

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We **AFFIRM** the district court's judgment.

[5] Buckley warns this reading has no limiting principle. Not so. A dispute over an unrelated commercial contract, or a personal-injury claim between two shareholders who happened to collide on a Munich street would fall outside the clause.