

**IN THE SUPERIOR COURT OF THE STATE OF DELAWARE**

FARADAY, INC., )  
 )  
 Plaintiff, )  
 ) C.A. No. N25C-08-010 FWW  
 v. )  
 )  
 IDEAL IMAGE DEVELOPMENT )  
 CORP., )  
 )  
 Defendant. )

Submitted: December 15, 2025  
Decided: March 30, 2026

*Upon Plaintiff Faraday, Inc.'s Motion for Judgment on the Pleadings*  
**DENIED.**

*Upon Plaintiff Faraday, Inc.'s Alternative Motion to Strike*  
**GRANTED.**

**ORDER**

F. Troupe Mickler IV, Esquire, Samuel M. Gross, Esquire, ASHBY & GEDDES, P.A., 500 Delaware Avenue, 8<sup>th</sup> floor P.O. Box 1150, Wilmington, DE 19899, attorneys for Plaintiff Faraday, Inc.

David M. McGeady, Esquire, BURNS WHITE, LLC, Delaware Corporate Center I, 1 Righter Parkway, Suite 130, Wilmington, DE 19803, attorney for Defendant Ideal Image Development Corp.

**WHARTON, J.**

This 30<sup>th</sup> day of March 2026 upon consideration of Plaintiff Faraday, Inc.’s (“Faraday”) Motion for Judgment on the Pleadings or, in the Alternative to Strike (“Motion”),<sup>1</sup> Defendant Ideal Image Development Corp.’s (“Ideal Image”) Response in Opposition,<sup>2</sup> Faraday’s Reply Memorandum in Support of its Motion,<sup>3</sup> and the record in this case, it appears to the Court that:

1. On August 1, 2025, Faraday filed a Complaint asserting a single claim for breach of contract against Ideal Image seeking payment for services under a Master Services Agreement and related statements of work.<sup>4</sup> It seeks damages not less than \$148,800, reasonable costs and expenses, attorneys’ fees, and pre- and post-judgment interest.<sup>5</sup>

2. The Complaint was served via registered mail on August 25, 2025.<sup>6</sup> Ideal Image answered on October 10, 2025.<sup>7</sup>

3. Ideal Image’s Answer denied almost all of the substantive paragraphs of the Complaint, but with qualifications.<sup>8</sup> Ideal Image provided

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<sup>1</sup> Pl.’s Mot. for J. on the Pleadings or in the Alternative to Strike, D.I. 6.

<sup>2</sup> Def.’s Resp. to Pl.’s Mot. for J. on the Pleadings or in the Alternative to Strike, D.I. 11.

<sup>3</sup> Pl.’s Reply, D.I. 13.

<sup>4</sup> Complaint, D.I. 1.

<sup>5</sup> *Id.*

<sup>6</sup> Pl.’s Mot. for J. on the Pleadings or in the Alternative to Strike at ¶ 4.

<sup>7</sup> Def.’s Answer to the Compl., D.I. 5.

<sup>8</sup> Def.’s Answer to the Compl.

a complete admission only to allegation 27 that, as of the filing of the Complaint, it had not paid any portion of the outstanding amount.<sup>9</sup> It further asserted 15 affirmative defenses.<sup>10</sup>

4. Faraday moved under Rules 8(b), 12(c), and 12(f) for judgment on the pleadings or, alternatively, to strike the Answer and the challenged defenses and compel repleading.<sup>11</sup> Faraday argues that Ideal Image relies on facts beyond the scope of the Master Service Agreement and fails to clearly admit or deny each numbered paragraph as required by Rule 8(b).<sup>12</sup> Further, Faraday contends that the affirmative defenses are “devoid of any connection to the parties’ agreements or the facts of this case.”<sup>13</sup>

5. Ideal Image opposes the Motion.<sup>14</sup> First, it acknowledges and confirms that it admitted non-payment in its Answer.<sup>15</sup> Ideal Image argues that its answers to the allegations comply with Delaware’s notice pleading standards and Rule 8(b).<sup>16</sup> It further states that general denials are appropriate

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<sup>9</sup> *Id.* at ¶ 27.

<sup>10</sup> *See generally*, Def.’s Answer to the Compl.

<sup>11</sup> *See generally*, Pl.’s Mot. for J. on the Pleadings or in the Alternative to Strike.

<sup>12</sup> *Id.* at ¶ 16.

<sup>13</sup> *Id.* at ¶ 17.

<sup>14</sup> *See generally*, Def.’s Resp. to Pl.’s Mot. for J. on the Pleadings or in the Alternative to Strike.

<sup>15</sup> *Id.* at ¶ 1.

<sup>16</sup> *Id.* at ¶¶ 2-3.

and that their counsel routinely pleads in this fashion.<sup>17</sup> Ideal Image contends that discovery is needed to establish facts which support the affirmative defenses that it asserted.<sup>18</sup> It also states that the affirmative defenses met the notice pleading standard of general notice.<sup>19</sup> Ideal Image requests in the alternative, leave to amend and cure any issues including to add specificity to its Fourteenth Affirmative Defense.<sup>20</sup>

6. Faraday replies that Ideal Image’s equivocal denials and boilerplate affirmative defenses fail to satisfy Rule 8(b) and do not create material disputes.<sup>21</sup> Faraday requests, at minimum, that the Court strike the Answer and challenged defenses and require a compliant pleading.<sup>22</sup>

7. Pursuant to Super. Ct. Civ. R. 12(c), “[a]fter the pleadings are closed but within such time so as not to delay the trial, any party may move for judgment on the pleadings.”<sup>23</sup> Upon considering such a motion, the Court must accept all well-pled facts as true and must construe all reasonable

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<sup>17</sup> *Id.*

<sup>18</sup> *Id.* at 12.

<sup>19</sup> *Id.* at 11.

<sup>20</sup> *Id.* at 26.

<sup>21</sup> *See generally*, Pl.’s Reply.

<sup>22</sup> *Id.* at ¶ 18.

<sup>23</sup> Super. Ct. Civ. R. 12(c).

inferences in favor of the non-moving party.<sup>24</sup> The motion may only be granted where the Court is satisfied that “no material issue of fact exists and the movant is entitled to judgment as a matter of law.”<sup>25</sup>

8. Rule 8(b) provides, “A party shall state in short and plain terms the party’s defenses to each claim asserted and shall admit or deny the averments upon which the adverse party relies.”<sup>26</sup> Rule 12(f) permits the Court to “order stricken from any pleading any insufficient defense or any redundant, immaterial, impertinent, or scandalous matter.”<sup>27</sup> The “standard for a motion to strike is similar to that for a motion to dismiss.”<sup>28</sup> On a motion under Rule 12(f), the Court examines “whether the challenged allegation is relevant to an issue in the case, and if it is unduly prejudicial.”<sup>29</sup> “Motions to strike ‘are granted sparingly, and then only if clearly warranted, with doubt being resolved in favor of the pleading.’”<sup>30</sup>

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<sup>24</sup> *Silver Lake Office Plaza, LLC v. Lanard & Axilbund, Inc.*, 2014 WL 595378, at \*6 (Del. Super. Jan. 17, 2014).

<sup>25</sup> *Desert Equities, Inc. v. Morgan Stanley Leveraged Equity Fund II, L.P.*, 624 A.2d 1199, 1205 (Del. 1993).

<sup>26</sup> Super. Ct. Civ. R. 8(b).

<sup>27</sup> Super. Ct. Civ. R. 12(f).

<sup>28</sup> *Id.*

<sup>29</sup> *Heisenberg Principals Fund IV, LLC v. Bellrock Intel., Inc.*, 2018 WL 3460433, at \*1 (Del. Super. July 17, 2018).

<sup>30</sup> *Id.* (quoting *Pack & Process, Inc. v. Celotex Corp.*, 503 A.2d 646, 661 (Del. Super. 1985)).

9. The pleadings reflect that Ideal Image admits it has not paid any portion of the outstanding amount alleged by Faraday.<sup>31</sup> Ideal Image's Answer repeatedly employs equivocal responses to core allegations, stating denials "except to the extent established by records and subsequent discovery,"<sup>32</sup> "except to the extent established by the MSA, which is a writing that speaks for itself, and subsequent discovery,"<sup>33</sup> "except to the extent established by the MSA, the Order Form, the Terms, and the Initial SOW, which are writing that speak for themselves, and subsequent discovery,"<sup>34</sup> and multiple other variations of the same.<sup>35</sup>

10. Based on the foregoing, the Court concludes that Ideal Image's Answer, as presently framed, is insufficient in that it fails in multiple respects to "clearly admit or deny the averments upon which [Faraday] relies" under Superior Court Civil Rule 8(b). In effect, Ideal Image denies the averments unless it admits them. The pervasive use of qualified denials that neither

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<sup>31</sup> Def.'s Resp. to Pl.'s Mot. for J. on the Pleadings or in the Alternative to Strike.

<sup>32</sup> Def.'s Answer to the Compl. at ¶¶ 1-3, 7, 14, 17-21, 25, 26, 30-34.

<sup>33</sup> *Id.* at ¶¶ 4, 5.

<sup>34</sup> *Id.* at ¶¶ 8-13.

<sup>35</sup> *See generally*, Def.'s Answer to the Compl.

admit nor deny allegations tethered to incorporated writings is inconsistent with the purpose of the Rule.

11. The Court further concludes that the identified affirmative defenses are, as pled, insufficient under Rule 12(f) because they are unsupported by factual allegations tied to the dispute, are conclusory, or otherwise are not germane as framed to the breach of contract claim as pled in this action.

12. Faraday asks the Court to treat the equivocal denials in Ideal Image's Answer as *de facto* admissions and grant judgment in its favor on the pleadings. The Court is tempted, but prefers not to intuit admissions when not clearly stated. It finds the more prudent course is to strike the Answer in its current form as well as the identified affirmative defenses and direct Ideal Image to replead in conformity with the Rules. The Court believes this remedy, at least theoretically, to be a more appropriate way to clarify the issues, avoid prejudice, and facilitate efficient adjudication on a proper record, consistent with the procedural posture of the case.<sup>36</sup>

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<sup>36</sup> In the end, it may not matter which remedy the Court chooses since it appears Ideal Image has ceased operations. *See*, its counsel's Motion for Leave to Withdraw as Counsel, D.I. 17.

**THEREFORE**, Plaintiff Faraday Inc.’s Motion for Judgment on the Pleadings is **DENIED**. Its Alternative Motion to Strike is **GRANTED**. Defendant Ideal Image Development Corp.’s Answer filed October 10, 2025<sup>37</sup> is **STRICKEN** in its entirety for failure to comply with Superior Court Civil Rule 8(b) as set forth above. It shall file an Answer to the Complaint that complies with Superior Court Civil Rule 8(b), within 20 days of the date of this Order.

**IT IS SO ORDERED.**

/s/ Ferris W. Wharton  
Ferris W. Wharton, J.

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<sup>37</sup>D.I. 5.