IN THE COURT OF COMMON PLEAS FOR THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY

MICHAEL BACON,	)	
	)	
Plaintiff,	)	
	)	
v.	)	C.A. No.: CPU4-22-001314
	)	
SHONDA GRIFFIN,	)	
	)	
Defendant.	)	

MEMORANDUM OPINION AND ORDER

This matter arose from a dispute regarding rental revenue generated from real property co-owned by Plaintiff Michael Bacon and Defendant Shonda Griffin as tenants in common. Upon a thorough review of this case's long and winding procedural history, riddled with incongruity regarding the status of the parties' settlement efforts, the Court scheduled the matter for a hearing on November 24, 2025, to determine the status of the case.

At the hearing, Mr. Bacon acknowledged the existence of a settlement agreement between the parties but expressed his desire to proceed to trial. Ms. Griffin asked that the settlement agreement be enforced. At the conclusion of the hearing, the Court requested documents pertaining to the alleged settlement agreement and reserved decision as to the agreement's enforceability. This is the Court's final decision and order.

FACTUAL AND PROCEDURAL HISTORY

On June 14, 2022, Mr. Bacon initiated this litigation to recover rental payments made by third parties on a property jointly owned by Mr. Bacon and Ms. Griffin as tenants in common (the "Property"). A scheduling conference was held on October 26, 2022, during which the case was scheduled for trial on April 12, 2023, and was referred to mediation.

In October 2022, prior to their scheduled mediation, the parties drafted an initial agreement detailing the terms by which the Property would be sold and related profits divvied up (the "October Terms").

On February 2, 2023, the parties engaged in mediation, through which they finalized the terms of their settlement, amending certain provisions of the October Terms in a separate document (the "February Amendment"); conjointly, the October Terms and the February Amendment constituted the parties' entire settlement agreement (collectively, the "Agreement").

The February Amendment detailed specific terms regarding the sale of the Property and related financial obligations. It provided that Ms. Griffin would pay for property taxes up to September 2022, and Ms. Griffin would pay 37.5% of Mr. Bacon's attorney's fees up to $1,850. Importantly, the February Amendment also contained a clause governing the retention of a realtor for the sale ("Provision 4"), which provided that Ms. Griffin would "report the name of a Realtor" to Mr. Bacon's

legal counsel no later than February 9, 2023; in turn, Mr. Bacon agreed "that the contract for said Realtor will be signed . . . at an agreed date and time" at his attorney's office.

On April 11, 2023, Mr. Bacon filed a letter with the Court in which he advised that "[a]n agreement was reached on February 2, 2023, during mediation," and requested that the upcoming trial date be continued as the parties were "working together to meet the conditions of the agreement." The Court granted the request and trial was rescheduled for July 25, 2023.

The parties appeared before the Court on July 25, 2023, for the scheduled trial. Ms. Griffin advised that the parties had reached an agreement in mediation and that she had fulfilled her obligations thereunder. Mr. Bacon did not dispute the existence of the Agreement, but claimed the agreement reached was "not satisfactory to [his] side," and thus he was "ready for trial." Based on the parties' apparent discord on the status of settlement and their trial expectations, the Court rescheduled the matter for a status conference on January 25, 2024,[1] and ordered the parties to meet and confer regarding their settlement agreement.

On January 25, 2024, the parties appeared for the status conference, at which they confirmed that an agreement had been reached through mediation. However,

[1] The status conference was originally scheduled for September 26, 2023, but was rescheduled on the Court's initiative.

despite the apparent resolution of Mr. Bacon's claims, a formal dismissal was never filed. Consequently, the case remained opened and, eventually, a new trial date was docketed; the parties were noticed to appear for trial on July 25, 2024.

On July 25, 2024, the parties appeared for trial, during which Ms. Griffin again asserted that the parties had entered a settlement agreement, the terms of which she had already satisfied. She argued that Mr. Bacon failed to perform under Provision 4 in that he refused to execute a contract with the licensed realtor she selected, despite the Agreement not providing for Mr. Bacon's consent or approval in the realtor selection process. Mr. Bacon countered that he declined to sign the realtor contract because the selected realtor was Ms. Griffin's friend who was allegedly unfamiliar with the real estate market in Wilmington.[2] The Court inquired into the possibility of Ms. Griffin simply selecting a different realtor, but she declined as she believed she was not obligated to do so and she believed Mr. Bacon would not accept any realtor she chose. Ultimately, the Court continued the case to October 24, 2024, to allow for resolution of the case as provided by the Agreement.

On October 22, 2024, two days before the rescheduled trial date, counsel for Mr. Bacon moved to withdraw. The request was granted the same day.

The parties appeared for trial as scheduled on October 24, 2024. Ms. Griffin reasserted her position that a settlement agreement had been reached but, given the

[2] Mr. Bacon also took issue with the selected realtor's year-long listing term.

recent departure of Mr. Bacon's legal counsel, the Court declined to consider any substantive issues and afforded Mr. Bacon thirty days to retain new counsel.

Thereafter, Mr. Bacon retained new counsel, and the case continued down an arduous procedural path until it was finally scheduled for trial on October 23, 2025.[3] Shortly before the trial date, the case was reassigned to this Judicial Officer. After a thorough review of this long and winding procedural history and the lack of clarity regarding the parties' oft-referenced settlement agreement, the Court scheduled the matter for a control hearing on November 24, 2025, in lieu of trial.

At the November 24, 2025, control hearing, Ms. Griffin reiterated her position that Mr. Bacon's claims had been resolved by the Agreement. She recounted that she had satisfied her obligations under the Agreement, although Mr. Griffin had yet to perform as required under Provision 4 as he refused to sign the realtor contract. Mr. Bacon did not dispute the existence of the Agreement or his failure to perform under Provision 4 but insisted that Ms. Griffin was not cooperating with his efforts to resolve the realtor issue. The Court advised that Ms. Griffin's argument would be construed as a Motion to Enforce the parties' settlement agreement; the parties did not object, and the Court took the matter under advisement.

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[3] It appears that, after the October 24, 2024, trial date, the matter was noticed for a scheduling conference rather than a new trial. After a few reschedulings, the conference went forward on May 2, 2025; during the conference, the case was again scheduled for trial.

DISCUSSION

Delaware courts favor resolution of legal disputes through settlement negotiation and will enforce such agreements as contracts.[4] The party seeking to enforce an agreement bears the burden of proving the existence of a contract by a preponderance of the evidence, by demonstrating: "(1) the intent of the parties to be bound by the agreement; (2) the agreement contains sufficiently definite terms; and (3) the parties' consideration."[5] Importantly, where a motion for enforcement is granted, the parties are bound by its terms.

In analyzing whether an agreement existed between the parties, the Court must adhere to the objective theory of contracts, which requires an examination of the parties' overt manifestation of assent.[6] This objective theory "does not invite a tour through [a party's] cranium, with [the party] as the guide."[7]

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[4] *Delphi Petroleum, Inc. v. Magellan Terminal Holdings, L.P.*, 2020 WL 1972857, at *5 (Del. Super. Ct. Apr. 23, 2020) (citing *Schwartz v. Chase*, 2010 WL 2601608, at *4 (Del. Ch. June 29, 2010)); *Leonard v. Univ. of Delaware*, 204 F.Supp.2d 78, 787 (D.Del.2002) ("[I]t is well-settled that the court 'has jurisdiction to enforce a settlement agreement entered into by the parties in a case currently pending before it'")(quoting *Liberate Technologies LLC v. Worldgate Comm'ns*, Inc., 133 F.Supp.2d 357, 358 (D.Del.2001))

[5] *Cap. One, N.A. v. Bachovin*, 2017 WL 6618835, at *1 (Del. Super. Ct. Dec. 27, 2017) (citing *Stone Creek Custom Kitchens & Design v. Vincent*, 2016 WL 7048784, at *3 (Del. Super. Ct. Dec. 2, 2016) (quoting *Sheets v. Quality Assured, Inc.*, 2014 WL 4941983, at *2 (Del. Super. Sept. 30, 2014)).

[6] *Delphi Petroleum, Inc.*, 2020 WL 1972857, at *5 (citing *Schwartz*, 2010 WL 2601608, at *4).

[7] *Fisher Dev. Corp. v. Tigani*, 2021 WL 1346526, at *3 (Del. Com. Pl. Apr. 9, 2021), *aff'd sub nom. Tigani v. Fisher Dev. Co.*, 2022 WL 1039969 (Del. Super. Ct. Apr. 6, 2022) (citing *Progressive Intern. Corp. v. E.I. Du Pont de Nemours & Co.*, 2002 WL 1558382, at *7 (Del. Ch. July 9, 2002) (quoting E. ALLAN FARNSWORTH, FARNSWORTH ON CONTRACTS § 3.6 (2d ed. 2000)).

1. The Parties Intended to be Bound by the Terms of the Agreement

In the case at bar, there is ample evidence to conclude that the first prong—intent to be bound—is easily satisfied. Both parties have repeatedly expressed throughout this litigation that they entered the Agreement,[8] and that vocalized intent was manifested in the execution of the Agreement.[9] As such, the Court is satisfied that the parties intended to be bound by the Agreement.

2. The Agreement Contains Sufficiently Definite Terms

Next, the Court must decide whether the Agreement contains sufficient material terms to conclude that an enforceable contract exists.[10] Materiality of a purported contract's terms is "determined on a case-by-case basis depending on the subject matter of the agreement and on the contemporaneous evidence of what terms the parties considered essential."[11] In evaluating whether an agreement contains all essential terms, courts consider "all the surrounding circumstances, including the course and substance of the negotiations, prior dealings between the parties,

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[8] Mr. Bacon confirmed that he entered the Agreement on a minimum of five separate occasions; in his April 11, 2023, letter; in court on the July 25, 2023, trial date; at the January 25, 2024, status conference; in court on the July 25, 2024, trial date; and, at the November 24, 2025, control hearing. Ms. Griffin asserted her position that the parties had entered the Agreement on every occasion that she appeared before the Court.

[9] *Eagle Force Holdings, LLC v. Campbell*, 187 A.3d 1209, at 1230 (Del. 2018)("where the putative contract is in the form of a signed writing, that document generally offers the most powerful and persuasive evidence of the parties' intent to be bound").

[10] *Capano v. State ex rel. Brady*, 2003 WL 22227556, at *1 (Del. 2003); *Wilmington Hosp., L.L.C. v. New Castle Cnty. ex rel. New Castle Dep't of Land Use*, 788 A.2d 536, 541-42 (Del. Ch. 2001).

[11] *Shilling v. Shilling*, 332 A.3d 453, 463 (Del. 2024) (quoting *Eagle Force Holdings, LLC v. Campbell*, 187 A.3d 1209, 1230 (Del. 2018)).

customary business practices in the trade or business involved, and the formality and completeness of the document . . . that is asserted as culminating and concluding the negotiations."[12]

In the present case, neither party has identified any material term lacking from the Agreement. The Agreement identifies clearly the property to be sold, the process through which it is to be sold, the division of proceeds from the sale, and the resolution of any taxes owed on the property. The Agreement further provides for coverage of Mr. Bacon's attorneys' fees and specifies the consequent disposition of Mr. Bacon's legal claims once all terms are satisfied. Thus, from a completeness standpoint, the Agreement's terms are sufficiently complete to support a finding of enforceability.

Although not expressly challenged as a missing or ambiguous material term, the thread that has unraveled this otherwise well-knit settlement negotiation is clear: the realtor retention process set forth in Provision 4. However, the objective theory of contracts precludes this Court from endeavoring to determine the parties' subjective intent with regards to Provision 4.[13] Rather, "unambiguous written

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[12] *Leeds v. First Allied Connecticut Corp.*, 521 A.2d 1095 (Del. Ch. 1986).

[13] *Progressive Intern. Corp. v. E.I. Du Pont de Nemours & Co.*, 2002 WL 1558382, at *2 (Del. Ch. July 9, 2002)(quoting E. ALLAN FARNSWORTH, FARNSWORTH ON CONTRACTS § 3.6 (2d ed.2000)).

agreements should be enforced according to their terms, without using extrinsic evidence to interpret the intent of the parties."[14]

To find ambiguity in Provision 4 would be contrary to the provision's plain language. The provision imposes two clear obligations: (i) that Ms. Griffin name a realtor and (ii) that Mr. Bacon and Ms. Griffin enter a contract with that selected realtor. Notably, Mr. Bacon had the benefit of legal counsel in negotiating this provision. Ms. Griffin did not. Mr. Bacon could have chosen to included language affording himself veto power in the realtor selection process. He did not. To the contrary, the Agreement vests all realtor selection power in Ms. Griffin. "Sophisticated parties are bound by the unambiguous language of the contracts they sign."[15] As such, although perhaps now "not satisfactory" to Mr. Bacon,[16] Provision 4 is an unambiguous term of the wholly enforceable Agreement.

3. Parties' Consideration

Consideration is defined as "a benefit to a promisor or a detriment to a promisee pursuant to the promisor's request.[17] Delaware courts limit their consideration inquiries to the existence of consideration, rather than to its fairness or

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[14] *I.U. North America, Inc. v. A.I.U Ins. Co.*, 896 A.2d

[15] *Progressive Intern. Corp. v. E.I. Du Pont de Nemours & Co.*, 2002 WL 1558382, at *7 (Del. Ch. July 9, 2002).

[16] *See infra* p. 3.

[17] *Cigna Health & Life Ins. Co. v. Audax Health Sols., Inc.*, 107 A.3d 1082, 1088 (Del. Ch. 2014) (quoting *Cont'l Ins. Co. v. Rutledge & Co.*, 750 A.2d 1219, 1232 (Del.Ch.2000)).

adequacy.[18] Here, consideration was provided as the parties agreed to resolve the matter without further litigation in exchange for selling the Property, sharing the costs and proceeds of said sale, and Ms. Griffin's payment of back taxes and a portion of Mr. Bacon's attorney's fees.

CONCLUSION

Having found that the parties intended to be bound, that the Agreement contained sufficiently definite terms, and that consideration existed between the parties, the Court finds that Ms. Griffin has satisfied her burden of proving the existence of an enforceable agreement. Therefore, the parties are bound by the Agreement; if either party fails to honor their obligations under the Agreement, the other party is free to pursue a breach of contract claim in a separate action.

Accordingly, the Motion to Enforce is **GRANTED**, and the case is **DISMISSED**.

IT IS SO ORDERED THIS 29th DAY OF JANUARY, 2026

Gerard M. Spadaccini,
Judge

[18] *Cox Commc'ns, Inc. v. T-Mobile US, Inc.*, 273 A.3d 752, 764 (Del. 2022) (citing *Osborn ex rel. Osborn v. Kemp*, 991 A.2d 1153, 1159 (Del. 2010)).