IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

KENNETH BACHMAN AKA KENNETH PETRINI,	)	
Plaintiff,	)	
v.	)	C.A. No: S26C-02-037 MHC
TAYLOR RENE MURPHY,	)	
Defendant.	)	

OPINION AND ORDER

Submitted: September 1, 2026

Decided: October 29, 2026

Upon consideration of Defendant's Motion to Dismiss pursuant to Superior Court Rule 12(b)(6), **GRANTED**

Kenneth Bachman, *Pro Se*.

Jackson W. Zolper, Esquire, Abram, Gulab & Hutchinson, *Attorney for Defendant*.

CONNER, J.

INTRODUCTION

Before the Court is Taylor Rene Murphy's ("Ms. Murphy" or "Defendant") Motion to Dismiss an action filed pro se by Kenneth Bachman aka Kenneth Petrini ("Mr. Bachman" or "Plaintiff"). Plaintiff brings breach of contract, fraud, and unjust enrichment claims. Defendant moves to have the Complaint dismissed under Delaware Superior Court Civil Rule 12(b)(6) for failure to state a claim on which relief can be granted.

PROCEDURAL POSTURE

Plaintiff filed his Complaint on February 27, 2026. On March 19, 2026, Defendant filed a 12(b)(6) Motion to Dismiss. Defendant filed a Motion to Stay Discovery pending resolution on Defendant's 12(b)(6) motion, which was granted by the Court. On April 21, 2026, Defendant filed her Opening Brief in support of her Motion to Dismiss, and Plaintiff filed his Answering Brief in Opposition to Defendant's Motion to Dismiss on April 30, 2026. Defendant filed her Reply Brief on June 2, 2026. Oral Argument on Defendant's 12(b)(6) Motion to Dismiss was held on September 1, 2026.

STATEMENT OF FACTS

In the Spring of 2024, Mr. Bachman and Ms. Murphy met on the online dating platform Seeking.com.[1] Seeking.com, formerly SeekingArrangements.com, is an online dating service purposed with connecting individuals seeking mutually beneficial relationships (colloquially known as "sugar dating").[2] In "sugar dating" relationships, the older party (the "sugar daddy" or "sugar mommy") offers financial or material support to their younger counterpart (the "sugar baby") in exchange for romantic or sexual gratification.[3]

Mr. Bachman and Ms. Murphy were both frequent users of Seeking.com with extensive "sugar dating" experience.[4] On May 4, 2024, the parties began exchanging text messages relating to their relationship. On May 5, 2024, Ms. Murphy wrote:

> I would like something comfortable and relaxing. Hopefully it feels easy and natural at some point. Of course I prefer long term, because dating more than one person is exhausting, I've tried and I'm not a fan.[5]

To which Mr. Bachman replied:

---

[1] Compl. at ¶ 5.
[2] *Id.* at ¶ 6.
[3] Emma Bennett, *The Appeal, and the Risks, of Sugar Daddy Relationships*, Psychology Today (July 18, 2025), https://www.psychologytoday.com/us/blog/talking-about-trauma/202009/the-appeal-and-the-risks-of-sugar-daddy-relationships.
[4] Compl. at ¶ 7.
[5] *Id.* at ¶ 12.

> I understand fully, and I enjoy it. I really do. But I want so much more. Then again I am the sit and cuddle type of guy. It is so much better when you develop a deep bond. I view the site as a place that brings together 2 people who might not get together traditionally but once you do, it is like any other relationship.[6]

Days later, the parties met in person for the first time at Panera Bread in Rehoboth Beach.[7] Following their meeting, the parties began discussing the financial aspect of their "sugar" relationship, with Ms. Murphy writing:

> For monthly I am looking for $4,500-$5,000. I've had that from one person in the past, which I prefer. But also between two arrangements which takes time away from each one. So it's up to you what you're comfortable with.[8]

At the time, Mr. Bachman was unable to pay $4,500-$5,000 but still wished to help Ms. Murphy. He proposed the following:

> [C]an do $3,000 right now and I realize that may not be enough and that you may have to keep looking for someone more generous, but I want you covered for your rent this month regardless of whether you see again [sic] or not. I will take care of it when I'm in Pennsylvania.[9]

[6] *Id.* at ¶ 14.
[7] *Id.* at ¶ 15.
[8] *Id.* at ¶17.
[9] *Id*. at ¶¶ 19-20.

In the months that followed, the parties met infrequently.[10] Mr. Bachman believed Ms. Murphy to be engaged in relationships with two former partners, one of whom was known only to Mr. Bachman as "Bobby."[11] Despite Mr. Bachman's suspicions, the relationship continued and Mr. Bachman continued to pay Ms. Murphy's monthly allowance. The parties met again in person on July 18, 2024, and subsequent discussions about their relationship ensued. Ms. Murphy wrote:

> Thank you. I really appreciate it! I know the mutual beneficial part has to begin for you soon. You've been very patient. . .[a]lso. If/when we begin a physical relationship I think I mentioned before that I was looking for a $5k allowance per month for that kind of thing. Are you open to that?[12]

Mr. Bachman was unable to pay $5,000 per month, so Ms. Murphy's monthly allowance remained $3,000. Mr. Bachman also provided funds to Ms. Murphy for a trip to Costa Rica with her grandmother, a trip to California to visit her friends, car repairs, and veterinary bills.[13]

[10] *Id* at ¶ 21.
[11] *Id.* at ¶¶ 22, 27.
[12] *Id.* at ¶ 18.
[13] *Id.* at ¶¶ 25-26.

In the Fall of 2024, Ms. Murphy sought $5,000 from Mr. Bachman so that she could make a down payment on a car. Mr. Bachman obliged, but further reconsidered Ms. Murphy's earlier proposition, indicating that he was "ready to take the arrangement to that next, $5,000 level."[14] By that time, Ms. Murphy decided that she was unwilling to begin a physical relationship with Mr. Bachman and was upset by the prospect of engaging Mr. Bachman sexually. Consequently, she asked to limit contact with Mr. Bachman, and blocked him on social media.[15]

The parties met again on December 4, 2024, to discuss their relationship, and again Mr. Bachman expressed his desire to "take it to that next, $5,000 level."[16] Ms. Murphy reiterated her unwillingness to offer sex as a part of the relationship.[17] Mr. Bachman alleges that the parties then agreed on a $3,500 allowance, and that he would "have to look elsewhere for sex."[18] The next day, Mr. Bachman alleges that the parties modified the agreement and decided that Ms. Murphy's allowance would in fact increase to $5,000 per month, without sex, but with an effort by Ms. Murphy to get "physically closer," in a "non-sexual way."[19] Mr. Bachman also alleges that

[14] *Id.* at ¶¶ 35-36.
[15] *Id.* at ¶ 37.
[16] *Id.* at ¶ 39.
[17] *Id.* at ¶ 40.
[18] *Id*. at ¶ 41.
[19] *Id*. at ¶ 41.

during the December 5 conversation, the two agreed that the arrangement would be exclusive.[20]

On December 21, 2024, Ms. Murphy sent the following message:

> I'm not seeing anyone currently, but I'm probably going to. Not sure how that fits into your plans for a platonic 'relationship' with me.[21]

What followed was a lengthy response by Mr. Bachman wherein he asserted that, by his understanding of the arrangement, Ms. Murphy's monthly allowance would terminate if she began seeing someone else but was capable of revival if the "real" relationship did not work out.[22] Ms. Murphy expressed confusion over Mr. Bachman's characterization of the agreement, responding:

> You said you would be seeking sex elsewhere, so if I do the same thing, the arrangement ends? That's the part that makes no sense to me. You want me as a girlfriend without sex but expect me to be celibate for possibly years?[23]

Mr. Bachman penned another lengthy text message, writing in relevant part:

> I do think we crossed wires. I mentioned seeking sex elsewhere when we spoke that Wednesday. I then asked to speak to you the next day and said I was changing the 3500 to 5000. I was no longer looking for a sexual partner but I may not have been clear. . .If after time. . .you need a sexual partner you may find I grew [sic] on you or you may find

[20] *Id*. at ¶ 45.
[21] *Id.* at ¶ 46.
[22] *Id*. at ¶ 47.
[23] *Id*. at ¶ 48.

> it still isn't me and you need to move on. I am fully willing to be sexually faithful even in a platonic relationship.[24]

In January of 2025, Mr. Bachman became aware through mutual contacts that Ms. Murphy was engaged in a sexual relationship with a former partner known only as "Bobby."[25] Mr. Bachman alleges that on or around February 13, 2025, he confirmed that the two were romantically involved.[26] The following day, Mr. Bachman appeared to end the relationship with a lengthy message regarding his advance payment of Ms. Murphy's March allowance. It said in relevant part:

> [It] was very clear you had someone else in your heart. You were a wonderful friend. I am gonna miss you very much. I hope you have a wonderful time and I hope to God everything works out for you as much as my heart is breaking. . .I'm not going to send you a request for payment. You can figure out for yourself whether you should keep the March allowance or send it back.[27]

Despite the apparent Valentine's Day break-up, Mr. Bachman fulfilled a request from Ms. Murphy for $3,000 on February 17 so that she could take a trip to Puerto Rico.[28] The parties saw each other infrequently in the following months to

[24] *Id*. at ¶ 49.
[25] *Id*. at ¶ 53.
[26] *Id*. at ¶ 55.
[27] *Id*. at ¶ 62.
[28] *Id*. at ¶ 73.

play golf and share meals, and Mr. Bachman paid Ms. Murphy's $5,000 allowance for the months of April, May, and June of 2025.[29]

In June of 2025, Mr. Bachman, through mutual friends, was again apprised of Ms. Murphy's ongoing relationship with Bobby.[30] With the relationship in dire straits, the parties met at Bethany Diner on June 12, 2025, to discuss their future.[31] No resolution was reached at that time and the two continued discussions by phone, which culminated in Ms. Murphy blocking Mr. Bachman's phone number.[32]

On July 19, 2025, the parties again spoke over the phone. Mr. Bachman, on belief that Ms. Murphy was with Bobby, considered the conversation the "final straw ending the arrangement."[33] The parties did not communicate until July 29, 2025, when Ms. Murphy emailed Mr. Bachman and asked for her August allowance "even if it was the final month."[34] When she received no reply from Mr. Bachman, Ms. Murphy sent a request for $5,000 on PayPal, which provoked a text exchange about Ms. Murphy's lack of effort in their relationship.[35]

[29] *Id*. at ¶¶ 77-78.
[30] *Id*. at ¶ 79.
[31] *Id*. at ¶ 80.
[32] *Id*. at ¶¶ 80, 83, 87.
[33] *Id*. at ¶¶ 90-91, 93.
[34] *Id*. at ¶ 95.
[35] *Id*. at ¶ 97.

On August 2, 2025, Mr. Bachman fulfilled Ms. Murphy's PayPal request for her August allowance, and attached the following message:

> Keep this money if you will refriend me on social media and actually keep your promises from December and New Year's Eve. Otherwise, send it back. I have not broken a single promise yet, But I have reached my limit. Time for us to shit or get off the pot.[36]

It is unclear from the record what the "promises from December and New Year's Eve" meant, but Ms. Murphy did not return her August allowance, nor did she re-friend Mr. Bachman on social media.[37]

On September 4, 2025, Ms. Murphy changed her Facebook profile to a photo of herself and Bobby, once again alerting Mr. Bachman that the two were romantically involved. Mr. Bachman alleges that Ms. Murphy denied the relationship when asked, and as a result he continued to pay her monthly allowance.[38]

Finally, in October of 2025, the parties once again discussed their relationship and Mr. Bachman provided Ms. Murphy with $30,000, representing her allowance for November and December of 2025, January and February of 2026, and a "two-month cushion."[39]

---

[36] *Id*. at ¶ 99.
[37] *Id*. at ¶¶ 100-101.
[38] *Id*. at ¶ 107.
[39] *Id*. at ¶¶ 115, 121.

Mr. Bachman's payments to Ms. Murphy, including monthly allowances and other cash gifts, total $180,000.[40] Mr. Bachman seeks recovery on claims of breach of contract, fraud, and unjust enrichment in the amount of $85,000.

STANDARD OF REVIEW

Superior Court Rule 12(b)(6) empowers the Court to dismiss an action for failure to state a claim on which relief can be granted. The Court will accept all well-pleaded allegations as true and draw every reasonable factual inference in favor of the nonmovant. A complaint will not be dismissed for failure to state a claim on which relief can be granted unless it appears to a certainty that the plaintiff could not recover under any reasonably conceivable set of circumstances susceptible to proof.[41] The trial court is not required to accept conclusory allegations as true "without specific supporting factual allegations."[42] "With this in mind, the trial court must not accept every strained interpretation of the allegations proposed by the

[40] Oral Argument at 1:48.
[41] *McMahon v. McMahon*, 2024 WL 1905462, at *1 (Del. Super. Ct. Apr. 29, 2024), *aff'd*, 340 A.3d 543 (Del. 2025) (internal citations omitted).
[42] *Outdoor Techs. Inc. v. Allfirst Fin. Inc.*, 2000 WL 141275, at *3 (Dl. Super. Ct. 2000) (quoting *In re Santa Fe Pac. Corp S'holder Litig.*, 669 A.2d 59, 65-66 (Del. 1995)).

plaintiff, but the plaintiff is entitled to all reasonable inferences that logically flow from the face of the complaint."[43]

DISCUSSION

I. Defendant's Motion to Dismiss the Breach of Contract Claim is Granted

Plaintiff brings a breach of contract claim against Defendant that must be dismissed. In Delaware, a breach of contract claim requires (1) the existence of a contract, (2) a breach of a contractual obligation, and (3) damages resulting from the breach.[44] In the present case, Plaintiff has failed to establish the requisite elements necessary to state a claim for breach of contract. There are insufficient facts to prove that there was an enforceable contract between the parties.

Under Delaware law, a valid contract requires (1) intent by the parties to be bound by the contract, (2) sufficiently definite terms, and (3) an exchange of legal consideration.[45] The Court finds that none of these elements are satisfied.

A. Defendant did not Manifest an Intent to be Bound by the Agreement.

Plaintiff has presented no reasonably conceivable set of facts from which the Court can infer that Defendant intended to be bound by the alleged December

[43] *McMahon*, 2024 WL 1905462, at *1.
[44] *VLIW Tech., v. Hewlett-Packard Co.*, 840 A.2d 606, 613 (Del. 2003).
[45] *Osborn ex rel. Osborn v. Kemp*, 991 A.2d 1153, 1159 (Del. 2010).

agreement. Whether a party intended to be bound by a contract is a question of fact.[46] "Under Delaware law, overt manifestation of assent—not subjective intent—controls the formation of a contract."[47] To ascertain whether a contracting party intended to be bound by an agreement, Delaware courts look for "objective, contemporaneous evidence indicating that the parties have reached an agreement."[48]

Plaintiff contends that Defendant assented to the alleged December 5 exclusivity agreement. This assertion is unsupported by the record. Plaintiff states conclusively that the parties agreed to exclusivity in consideration for a $2,000 increase in Defendant's allowance. However, the contemporaneous text exchanges offered in support of this assertion contradict an inference of mutual assent. When informed by Plaintiff that her allowance was contingent on remaining sexually and romantically faithful to Plaintiff, Defendant stated that the exclusivity requirement "made no sense"[49] to her. In response, Plaintiff acknowledged that there was a misunderstanding as to Defendant's obligations under the alleged arrangement but pled no additional facts from which the Court can infer that acceptance by Defendant

[46] *Shilling v. Shilling*, 332 A.3d 453, 461-2 (Del. 2024) (citing *Eagle Force Hldgs., LLC. V. Campbell*, 235 A.3d 727, 735 (Del. 2020)).
[47] *Black Horse Capital*, 2014 WL 5025926, at *12 (Del. Ch. Ct. 2014) (quoting *Industrial America, Inc. v. Fulton Industries, Inc.*, 285 A.2d 412, 414 (Del. 1971).
[48] *Black Horse Capital, LP v. Xstelos Hldgs, Inc* 2014 WL 5025926 (Del. Ch. Ct 2014) (quoting *Debbs v. Berman*, 1986 WL 1243 at *7 (Del. Ch. Ct. 1986).
[49] Compl. at ¶ 48.

occurred. The first element fails because Plaintiff has failed to establish that Defendant intended to be bound by the alleged December agreement.

B. The Terms of the Agreement are not Sufficiently Definite.

Valid contracts under Delaware law require sufficiently definite terms to be enforceable. Contract terms are sufficiently definite where they "provide a basis for determining the existence of a breach and for giving an appropriate remedy."[50] In other words, a contract is sufficiently definite if the Court can, based on the contract terms and proper rules of construction, ascertain what the parties have agreed to do.[51]

The terms of the alleged December agreement elude the Court. Plaintiff describes their agreement as a "personal services contract with a morality clause,"[52] but has failed to establish with any clarity what "personal services" mean. Plaintiff makes mentions of companionship and attempts to "get physically closer in a non-sexual way," but the Court is unable to ascertain what Defendant's obligations were under the agreement, and how it would enforce those terms. As such, the terms of the alleged December agreement are not sufficiently definite, and the second element fails.

C. The Agreement Violates Public Policy.

---

[50] *Eagle Force Holdings v. Campbell*, 187 A.3d 1209, 1232 (Del. 2018).
[51] *Id*. at 1232.
[52] Oral Argument at 1:04.

Assuming *arguendo* that the alleged December agreement otherwise meets the requirements for a valid contract under Delaware law, the arrangement would be nonetheless unenforceable as a matter of public policy.

Contracts that offend public policy or harm the public are void under Delaware law.[53] No agreement may be sustained if it is inconsistent with the public interest, or detrimental to the public good.[54] "Public policy eludes precise definition and may have diverse meanings in different contexts,"[55] Public policy may be determined by examining the federal and state constitutions, the laws, the decisions of the courts, and the course of administration.[56] Courts apply this standard with great apprehension, and this authority must be exercised only in instances where the illegality of the contract is clear, certain, and free from doubt.[57] Particularly, "[c]ontracts founded on consideration for romantic involvement including sexual favors are void against public policy and unenforceable by the courts."[58]

It is clearly inferred that the alleged December agreement was made in contemplation of sexual contact. At the outset of their relationship, Defendant told

---

[53] *PHL Variable Ins. Co. v. Price Dawe 2006 Ins. Trust, ex rel. Christiana Bank and Trust Co.*, 28 A.3d 1059, 1067 (Del. 2011) (citing *Sann v. Renal Care Centers Corp.*, 1995 WL 161458 at *5 (Del. Super. Ct.1995)).
[54] *Sann v. Renal Care Centers Corp.*, 1995 WL 161458, at *5 (Del. Super. Ct.1995) (internal citations omitted).
[55] *Id.* (quoting *Vasquez v. Glassboro Service Ass'n*, 415 A.2d 1156 (N.J. 1980)).
[56] *Id*.
[57] *Id*.
[58] *Siple v. Corbett*, 447 A.2d 1184, 1186 (Del. 1982).

Plaintiff that she would need an allowance of at least $5,000 if Plaintiff wanted physical intimacy. Plaintiff, by his own admission, declined to raise her allowance because he was unable to do so at the time. When Plaintiff was ready, willing and able in November of 2024 to "take the arrangement to that next, $5,000 level,"[59] Defendant declined the offer because she was uninterested in sexually engaging Plaintiff. From that rejection came the alleged December agreement, wherein Plaintiff required Defendant to abstain from having sex with other people but suggested that one day she may grow to want a sexual relationship with him. The Court can infer that, though Defendant's allowance was not explicitly contingent on her sexual performance, Plaintiff hoped that the terms of the agreement would one day evolve into a sexual relationship. Despite Plaintiff's contention that public policy was not offended by the alleged December agreement because it "did not include sex,"[60] the Court disagrees. Sex was at the center of all negotiations between the parties leading up to the agreement on which Plaintiff brings this action. When it became clear that Plaintiff would not be able to physically engage Defendant, he substituted physical intimacy for chastity. The prospect of a sexual relationship

[59] Compl. at ¶ 36.
[60] Compl. at ¶ 51.

clearly infects the alleged December agreement and renders it unenforceable as a matter of public policy.[61]

Plaintiff has failed to establish the requisite elements of a valid contract under Delaware law, therefore Plaintiff's breach of contract claim (Count II) fails to state a claim.

II. Defendant's Motion to Dismiss Plaintiff's Fraud Claim is Granted

Plaintiff's fraud claim against Defendant should be dismissed. The elements of fraud under Delaware law are:

> (1) A false representation, usually one of fact, made by the defendant; (2) the defendant's knowledge or belief that the representation was false, or was made with reckless indifference to the truth; (3) an intent to induce the plaintiff to act or to refrain from acting; (4) the plaintiff's action or inaction taken in justifiable reliance upon the representation; and (5) damage to the plaintiff as a result of such reliance.[62]

Plaintiff contends that a fraud claim can stand with or without a breach of contract claim. Although true, Delaware law does not allow a plaintiff to "bootstrap" a breach

[61] Akin to Patronizing a Prostitute, it is the act of propositioning, not the physical act that makes it contrary to public policy. *See also* 11 Del. C. § 1343(a).
[62] *Outdoor Techs., Inc. v. Allfirst Fin., Inc.*, 2001 WL 541472 at *3 (Del. Super. Ct. 2001) (quoting *State v. Gardiner* 2000 WL 973304 at n7 (Del. Super. Ct. 2000)).

of contract claim into a tort claim, "merely by intoning the *prima facie* elements of the tort while telling the story of the defendant's failure to perform under the contract."[63]

A. Plaintiff Fails to Establish that Defendant Breached a Duty Independent of her Alleged Contractual Obligations.

Claims for fraud and breach of contract may survive in a single action only if the plaintiff alleges that the defendant breached a duty independent of the duties imposed by the contract.[64] That independent duty "must arise from a source other than the contractual relationship itself.[65]

Whether breach of contract and fraud claims arise out of the same operative facts can be decided on a motion "testing the viability of a plaintiff's complaint accepting all of the allegations therein as true."[66]

In *Cornell Glasgow, LLC v. La Grange Properties*, the plaintiff brought concurrent fraud and breach of contract claims based on the defendants' failure to make contractual payments, and representations made by the defendant that

---

[63] *Cale Johnson Const. Co. v. Bucher*, 2025 WL 1090200 at *1 (Del. Super. Ct. 2025) (citing *Continental Fin. Co., LLC. V. ICS Corp.*, 2020 WL 836688 at *3 (Del. Super. Ct. 2020)).
[64] *Id*. at *8 (internal citation omitted).
[65] *Byborg Enterprises v. Vertex*, 2025 WL 1911338 at *4 (Del. Super. Ct. 2025).
[66] *Cornell Glasgow, LLC. v. La Grange Properties*, 2012 WL 2106945, at *8 (Del. Super. Ct. 2012).

performance would occur "on receipt of additional information."[67] The Court concluded that the fraud claim was impermissibly bootstrapped, as the alleged misrepresentations concerned the defendant's performance of their contractual obligations and arose during the course of performance.[68]

By contrast, the Court in *ITW Global Investments v. American Industrial Partners* found that the plaintiff's fraud and breach of contract claims could coexist in a single action, because the allegedly fraudulent behavior occurred *before* the contract was executed, with the intent to induce the plaintiff's assent to the contract at the outset. The Court concluded that the alleged misrepresentations that predated execution were separate and distinct from the contractual relationship and formed an independent basis to claim fraud.[69]

On Plaintiff's own admission, his fraud claim is premised entirely on the alleged December agreement.[70] The Court finds Plaintiff's fraud allegations indistinguishable from the allegations that form his breach of contract claim. Plaintiff asserts that a material term to the parties' agreement was that Defendant remained romantically exclusive to Plaintiff.[71] Plaintiff then alleges that Defendant

---

[67] *Id*.
[68] *Id.*
[69] *ITW Global Investments Inc. v. American Industrial Partners Capital Fund IV, L.P*, 2015 WL 3970908 at *6-7 (Del. Super. Ct. 2015).
[70] Oral Argument at 1:40.
[71] Compl. at ¶ 138.

breached this obligation when she re-engaged Bobby romantically. In turn, Plaintiff contends that Defendant committed fraud by misrepresenting her relationship with Bobby to induce Plaintiff's *continued* payments under the terms of the alleged agreement. Unlike the plaintiff in *ITW Global Investments*, Plaintiff alleges no fraud in the inducement of the contractual relationship itself, only misrepresentations to cover up Defendant's breach of their preexisting agreement. Plaintiff has failed to demonstrate separate and distinct conduct by Defendant to form independent fraud and breach of contract claims.

"Delaware precedent requires a legal duty to support a fraud claim, not a vague reference to a moral duty to be truthful."[72] In *Continental Finance Co. v. ICS Corp.*, the plaintiff brought claims for fraud and breach of contract, alleging intentional misrepresentations over the course of their business relationship that went "over and above its breach of its contractual obligations to [the plaintiff]."[73] The Court found that the plaintiff's fraud allegation failed to state a claim, because the plaintiff failed to identify a duty independent of their contractual obligations beyond a "duty not to lie."[74]

[72] *Continental Fin. Co. v. ICS Corp.*, 2020 WL 836608 at *3 (Del. Super. Ct. 2020).
[73] *Id.*
[74] *Id.*

Plaintiff finds himself similarly situated to the plaintiffs in *Continental*. The only duties that Plaintiff alleges Defendant breached were the duties to remain exclusive to Plaintiff, and the duty to be truthful about it. The former duty is prescribed by the alleged December agreement, and the latter, standing alone, is insufficient to sustain a fraud claim under Delaware law.

B. Plaintiff Fails to Plead Fraud Damages Distinct from his Breach of Contract Damages.

To successfully plead a fraud claim, Delaware courts require that an allegedly defrauded plaintiff "must have sustained damages as a result of a defendant's actions."[75] Damages allegations may not simply "rehash the damages allegedly caused by the breach of contract."[76]

Plaintiff has failed to plead any damages independent of his alleged contractual damages. Plaintiff's prayers for relief in Counts I, II, and III of the Complaint are identical. "Plaintiff seeks actual damages in excess of $85,000, plus costs and such punitive damages as the Court shall see fit."[77] Plaintiff does not distinguish between damages caused by Defendant's alleged fraud, and those caused by her alleged breach of contract.

Plaintiff's fraud claim (Count I) is barred by the bootstrapping doctrine and therefore fails to state a claim.

[75] *Cornell Glasgow, LLC*, 2012 WL 2106945, at *8.
[76] *Id.* at *9.
[77] Compl. at ¶¶ 136, 141, 147.

III. Defendant's Motion to Dismiss Plaintiff's Unjust Enrichment Claim is Granted

Plaintiff's claim for unjust enrichment is duplicative and must be dismissed. Furthermore, the Court will not afford Plaintiff a remedy because to do so would frustrate the purpose of public policy limitations on the freedom to contract.

Unjust enrichment is a remedy available "only in the absence of a formal contract,"[78] therefore unjust enrichment claims premised on an express, enforceable contract fail to state a claim.[79] Unjust enrichment claims and breach of contract claims may coexist as alternative claims, however those circumstances are limited to instances where "there is doubt surrounding [the relevant contract's] enforceability. . .or existence."[80]

A claim for unjust enrichment is unavailable when the rights and obligations of the parties are governed by contract.[81] A breach of contract action need not be likely to succeed to preclude a coexistent unjust enrichment claim. "At bottom, an

[78] *Intermec IP Corp. v. Transcore*, 2021 WL 3620435 at *16 (Del. Super. Ct. 2021) (internal citations omitted).
[79] *Id.* at *16 (quoting *Stone & Paper Investors, LLC v. Blanch*, 2020 WL 3496694, at *12 (Del. Ch. 2020)).
[80] *Id*. at *17 (quoting *Khushaim v. Tullow, Inc.*, 2016 WL 359752, at *8 (Del. Super. Ct. 2016)).
[81] *Khushaim v. Tullow, Inc.*, 2016 WL 359752, at *8 (Del. Super. Ct. 2016) (internal citation omitted); *see also Kuroda v. SPJS Hldgs., LLC*, 971 A.2d 872, 891 (Del. 2009).

unjust enrichment claim cannot be used to circumvent an inadequate breach of contract claim."[82]

Plaintiff alleges that an express, enforceable contract was created in December of 2024. Plaintiff does not contest, nor otherwise cast doubt on the validity of the alleged December agreement. In his Complaint, Plaintiff asserts that Defendant was unjustly enriched because she "failed to perform under the agreement between the parties."[83] Plainly, Plaintiff asserts that Defendant was unjustly enriched at his expense because she breached the obligations prescribed by the alleged December agreement. It follows that the alleged December agreement governs the rights and obligations of the parties, and allowing an unjust enrichment claim to stand would, as the Court in *Intermec* put it, allow Plaintiff to secure his inadequate breach of contract claim, and potentially recover twice for the same conduct. The facts alleged in the Complaint do not give rise to any circumstance for which Delaware law allows coexisting breach of contract and unjust enrichment claims.

Notwithstanding the duplicity of Count III, Plaintiff would nonetheless be unable to recover under a theory of unjust enrichment for public policy reasons.[84]

---

[82] *Intermec IP Corp.*, 2021 WL 3630435 at *17.
[83] Compl. at ¶ 144.
[84] *See Tulalip Shores, Inc. v. Mortland*, 511 P.2d 1402, 1404 (Wash. Ct. App. 1973) (citing 66 Am.Jur.2d Restitution and Implied Contracts S3 (1973) ("Unjust enrichment is a general principle that one person should not be permitted unjustly to enrich himself at the expense of another, but should be required to make restitution of or for property or benefits received, retained, or appropriated, where it is just and equitable that such restitution be made, and where

All three claims in the Complaint arise out of the same alleged agreement that the Court has deemed void as contrary to public policy. Allowing Plaintiff to recover under an alleged agreement that is flagrantly contrary to public policy would in essence allow him, and those who follow, to recover under agreements that Delaware law has deemed so unsavory as to warrant judicial intervention in the freedom to contract.

Plaintiff's Unjust Enrichment claim (Count III) is duplicative and contrary to public policy, therefore it fails to state a claim.

CONCLUSION

It is the Court's view that all payments made by Plaintiff to Defendant, including the monthly allowance payments underlying the present controversy, were gifts. Under Delaware law, a gift is executed by (a) the donor's complete and unconditional delivery of the property that is the subject of the gift, and (b) the donee's acceptance of the gift.[85]

Plaintiff admitted that he gave Defendant cash gifts totaling approximately $95,000 in excess of Defendant's monthly allowance. The Court draws no distinction between payments made under the alleged agreement and the other cash

---

such action involves no violation or frustration of law or *opposition to public policy*, either directly or indirectly.") (emphasis added).

[85] *Hudak v. Procek*, 806 A.2d 140, 151 (Del. 2002).

gifts. Plaintiff insists that his allowance payments were conditioned on Defendant's compliance with the alleged December agreement, but these conditions were effectively illusory. When Plaintiff became aware in January of 2025 and again in February of 2025 that Defendant was not holding up her end of the deal, he continued to pay her. In March of 2025, Plaintiff told the Defendant it was "up to her" whether to return her allowance after he discovered her romantic forays. In July of 2025 Plaintiff states that he considered the agreement over but still paid Defendant's August allowance. In fact, Defendant's monthly allowance payments continued for a full year after Plaintiff alleges both that she breached the agreement and that he became aware of her breach. Defendant's noncompliance with the purported terms of the agreement had no effect on her receipt of payments from Plaintiff.

"The law does not govern trifles. One may not drain scarce judicial resources in furtherance of petty domestic disagreements absent a cognizable claim."[86] As such, and for the foregoing reasons, Defendant's Motion to Dismiss Count I Fraud is **GRANTED**, Defendant's Motion to Dismiss Count II Breach of Contract is **GRANTED**, and Defendant's Motion to Dismiss Count III Unjust Enrichment is **GRANTED**.

[86] *McMahon v. McMahon*, 2024 WL 1905462, at *6 (Del. Super. Ct. 2024).

IT IS SO ORDERED.

/s/ Mark H. Conner

Mark H. Conner, Judge

oc: Prothonotary