IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

JAMES P. KALIL,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	C.A. No. N24C-12-073 CLS
DONALD J. KALIL,	)	
	)	
Defendant.	)	
	)	
	)	

Date Submitted: July 23, 2026
Date Decided: October 30, 2026

Upon consideration of Pro se Plaintiff James P. Kalil's Motion for Summary Judgment, **DENIED.**

MEMORANDUM OPINION

James P. Kalil, *Pro se Plaintiff*.

Sean J. Bellew, Esquire of BELLEW LAW, LLC, *Attorney for Defendant*.

SCOTT, J.

This matter stems from the purported disappearance of pro se Plaintiff James P. Kalil's ("Plaintiff") pension.[1] Plaintiff alleges that as the president of the company where Plaintiff earned the disputed pension, Defendant Donald J. Kalil ("Defendant") negligently mismanaged Plaintiff's pension funds and breached fiduciary duties under the Employment Retirement Income Security Act of 1974 ("ERISA").[2] Defendant denies Plaintiff's allegations and maintains that Plaintiff waived any claims by accepting a settlement and signing a release.

FACTUAL BACKGROUND AND PROCEDURAL HISTORY[3]

Plaintiff asserts he earned the disputed pension at Compu-Val Investments, Inc. ("Compu-Val" or the "company"), which Plaintiff and Defendant owned together with their late father James Kalil, Ph.D. ("Dr. Kalil"), until Plaintiff left the company in 1996. On December 15, 1986, the pension, which was initially named "The Compu-Val Management Associates, Inc. Retirement Plan," was established by the "Consent of Directors" document signed by Dr. Kalil, Plaintiff, and Defendant.[4] On November 23, 2000, Dr. Kalil, Plaintiff, and Defendant signed under seal a "General Release" by which Plaintiff released "all claims . . . occurring

[1] *See generally* Compl., D.I. 1.
[2] *Id.*
[3] The facts are drawn from the Complaint, the parties' Motions, and all documents the parties incorporated by reference. The Court accepts these facts solely for the purpose of ruling on the Motion.
[4] Pl.'s [First] Mot. to Compel, D.I. 16, Ex. 3.

or related directly or indirectly to [Plaintiff's] employment with Compu-Val" for the sum of $43,750.00."[5]

Plaintiff alleges that in January 2023 he discovered his pension from Compu-Val was missing when he received a letter from the Social Security Administration ("SSA") stating that he "MAY be entitled to some retirement benefits from a private employer" for 1996, in the amount of $97,229.00, and 1999, in the amount of $670.00.[6] The employer and plan administrators listed on the letter from the SSA are Compu-Val Investments, Inc. for 1996 and Affinity Wealth Management, Inc. (a Compu-Val successor) 401K Profit Sharing Plan for 1999.[7] After receiving the SSA notification Plaintiff requested pension plan materials from Defendant, who responded that he no longer had access to such records because he had sold Compu-Val and that buyer had since resold the company.[8] Compu-Val's former attorneys, Bayard, P.A. ("Bayard"), represent that all but one folder of their relevant client records for Compu-Val were destroyed in a 1997 fire.[9]

The procedural history preceding this motion is detailed in the Court's June 8, 2026 Order denying the parties' Cross-Motions for Judgment on the Pleadings

[5] Resp. to Pl.'s Mot. to Compel, D.I. 28, Ex. B.
[6] Compl. Exs., D.I. 5, Exs. 1 and 2.
[7] *Id.*
[8] Compl. Exs. D.I. 5, Exs. 3 and 4.
[9] Pl.'s [First] Mot. to Compel, D.I. 16, Exs. 1 and 2.

and Plaintiff's Motion for Default Judgment.[10] Plaintiff filed this Motion for Summary Judgment on June 23, 2026, and Defendant responded on July 23, 2026.

STANDARD OF REVIEW

The burden of proof on a motion for summary judgment under Superior Court Civil Rule 56 falls on the moving party to demonstrate that "there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law."[11] If the moving party satisfies its initial burden, the non-moving party must sufficiently establish the "existence of one or more genuine issues of material fact."[12] Summary judgment will not be granted if there is a material fact in dispute or if "it seems desirable to inquire thoroughly into [the facts] in order to clarify the application of the law to the circumstances."[13] "All facts and reasonable inferences must be considered in a light most favorable to the non-moving party."[14]

DISCUSSION

In its Order denying the parties' Cross-Motions for Judgment on the Pleadings the Court held that genuine issues of material fact remained regarding the pension

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[10] Order, D.I. 41.
[11] Super. Ct. Civ. R. 56(c).
[12] *Quality Elec. Co., Inc. v. E. States Const. Serv., Inc.*, 663 A.2d 488, 1995 WL 379125, at *3–4 (Del. June 19, 1995) (TABLE); *see also Moore v. Sizemore*, 405 A.2d 679, 681 (Del. 1979).
[13] *Ebersole v. Lowengrub*, 180 A.2d 467, 469–70 (Del. 1962); *see also CNH Indus. Am. LLC v. Am. Cas. Co. of Reading*, 2015 WL 3863225, at *1 (Del. Super. June 8, 2015).
[14] *Nutt v. A.C. & S. Co., Inc.*, 517 A.2d 690, 692 (Del. Super. 1986) (citing *Mechell v. Plamer*, 343 A.2d 620, 621 (Del. 1975); *Allstate Auto Leasing Co. v. Caldwell*, 394 A.2d 748, 752 (Del. Super. 1978)).

plan and its terms, the circumstances surrounding the existence of the General Release, and the extent to which ERISA or the General Release apply to Plaintiff's claims.[15] Those pleadings best illustrate the positions of the parties. Defendant argues that Plaintiff is barred from asserting any claims relating to the pension he obtained through employment at Compu-Val because the "entire matter is governed by [the November 23, 2000] General Release, . . . and the only claim Plaintiff may assert is a breach of the General Release, which is barred by the three-year statute of limitations for breach of contract."[16] Plaintiff does not dispute the existence and validity of the General Release but argues that ERISA's anti-alienation provision, which preempts Delaware contract law, renders the General Release void as to the vested pension assets referenced in the SSA letters.[17] In denying the parties' Cross-Motions for Judgment on the Pleadings, the Court concluded that judgment on the pleadings was not suitable absent a further developed factual record.[18]

Plaintiff's Motion and Defendant's Response now before the Court are conclusory. Plaintiff relies solely on the 1986 Consent of Directors asserting that the document "fills the factual record, proving the pension is a binding corporate obligation" subject to ERISA.[19] Defendant maintains that the Consent of Directors

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[15] Order ¶ 9.
[16] Mot. for J. on the Pleadings ¶¶ 7–9.
[17] Pl.'s Resp. to the Mot. for J. on the Pleadings ¶¶ 1–3.
[18] Order ¶ 9.
[19] Pl.'s Mot. for Summ. J. ¶ III.

shows Plaintiff was a trustee of the ERISA fund, and therefore himself a fiduciary of the plan, while Defendant was not a trustee. Defendant asserts that this shows Plaintiff's "frivolous" claims "must fail."[20] Neither party seeks to establish who was a pension fiduciary during the relevant time. Neither party's assertion resolves any of the disputed facts. The Court finds that material facts regarding the pension plan and the extent to which ERISA or the General Release apply to Plaintiff's claims are still in controversy. Therefore, summary judgment is not appropriate.

CONCLUSION

For the foregoing reasons, Plaintiff's Motion for Summary Judgment is **DENIED**.

/s/ Calvin Scott
Judge Calvin L. Scott, Jr.

[20] Resp. to Pl.'s Mot. for Summ. J. ¶¶ 3 and 8.