IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

CHARLES B. SANDERS, Plaintiff, v. CENTURION OF DELAWARE, LLC, Defendant.	)))))))))	C.A. No. N24C-06-145 KMM

Date submitted: August 31, 2026
Date decided: November 5, 2026

ORDER GRANTING DEFENDANT'S
MOTION FOR SUMMARY JUDGMENT

Defendant Centurion of Delaware, LLC ("Centurion") filed a Motion for Summary Judgment ("Motion") on plaintiff Charles Sanders' ("Sanders") remaining claim, and the Court finds as follows:

Factual and Procedural Background

1. Sanders is an inmate under the supervision of the Delaware Department of Corrections ("DOC") at James T. Vaughn Correctional Center ("JTVCC"). Centurion provides medical care and treatment in Delaware correctional facilities.

2. In his complaint, Sanders alleged two incidents. First, Centurion's agents had committed acts of medical negligence against Sanders, stemming from an alleged series of treatment decisions by medical staff employed by Centurion,

which Sanders claimed caused a slew of medical issues. Centurion moved to dismiss this claim on various grounds.[1] In his response, Sanders abandoned the medical negligence claims.[2] Because Sanders had now twice asserted this claim and dismissed it, in its February 10, 2025 Order (the "Dismissal Order"), the Court dismissed this claim and the pertaining theories of *respondeat superior* and negligent hiring, with prejudice.[3]

3. Second, Sanders alleged two instances of sexual misconduct by a nurse[4] employed by Centurion. The first instance was alleged to have occurred in 2021 and the second was alleged to have occurred between June and September 2023. Centurion also moved to dismiss these claims. In the Dismissal Order, the Court found that the 2021 alleged incident was time-barred and dismissed that claim.[5]

4. Sanders did not claim that the nurse was acting within the scope of her employment when she committed the alleged act. Thus, under the Restatement (Second) of Agency § 228, Centurion would not be liable for the alleged acts. The Court ruled, however, that Sanders had sufficiently alleged that exceptions to Section 228, found in Restatement (Second) of Agency Section 219, could apply

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[1] Complaint "(Compl."). (D.I. 1).
[2] Plaintiff's Motion in Opposition to Defendant's Motion to Dismiss and Notice of Abandoned Claims, at 2 (D.I. 16).
[3] Order Granting in Part and Denying in Part Motion to Dismiss ("Dismissal Order") (D.I. 21); *see also Sanders v. Centurion*, 319 A.3d 307 (TABLE), 2024 WL 2105545 (Del. May 2, 2024) (affirming dismissal of prior medical negligence claim).
[4] The complaint identifies the nurse by name.
[5] Dismissal Order, at 6.

thereby making Centurion liable for the nurse's actions. Accordingly, the Court denied the motion to dismiss as to this claim and entered a Trial Scheduling Order.[6]

5. Centurion now moves for summary judgment.[7]

The Motion for Summary Judgment

6. Centurion makes two arguments. First, the nurse was no longer employed by Centurion during the period when the sexual misconduct is alleged to have occurred and therefore, she could not have committed the act. In support of its motion, Centurion submits the Affidavit of Garrett Sawyer, who is a Senior Director in the HR Systems & Shared Services department at Centurion.[8] Mr. Sawyer testifies that the nurse was employed as a nurse practitioner by Centurion at JTVCC from July 7, 2020 to April 17, 2023;[9] the nurse did not have access to the facility after her last day;[10] there were no disciplinary actions or complaints against the nurse,[11] and, she is eligible for rehire.[12] Mr. Sawyer attaches the nurse's employment records to his affidavit.

7. Centurion also submits an affidavit from the nurse.[13] She testifies that from 1991 through 1994, she worked with Sanders' mother at a nursing home in

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[6] D.I. 24.
[7] D.I. 34.
[8] Affidavit of Garrett Sawyer ("Sawyer Aff."), ¶ 1. (D.I. 45).
[9] Sawyer Aff., ¶¶ 5-6.
[10] *Id.*, ¶ 8.
[11] *Id.*, ¶ 7.
[12] *Id.*, ¶ 6.
[13] D.I. 44 ("Nurse Aff.").

Dover.[14] Sanders was also employed by this nursing home for a brief period during the nurse's employment, but she never had any kind of relationship with him.[15]

8. She began working for Centurion at JTVCC in July 2020.[16] The nurse reviewed Sanders' medical records maintained by Centurion, which are attached to her affidavit. She last treated Sanders in 2021, with the last day of treatment being September 29, 2021.[17] She resigned from Centurion in April 2023 and did not have access to, or otherwise visit, JTVCC.[18] She states that she never sexually assaulted Sanders or had any kind of sexual relationship with him.[19]

9. Second, Centurion argues that the exceptions in Section 219 do not apply here. It distinguishes *Sherman v. State Department of Public Safety,* where the Delaware Supreme Court found that the employer was liable for its police officer's sexual assault of an arrestee due to his control over her (as a police officer) and the disparity in the power dynamic.[20] Unlike in *Sherman,* Centurion argues that the nurse did not have control over Sanders and there was no imbalance of power. Centurion relies on the nurse's affidavit in support.

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[14] *Id.*, ¶¶ 3-4.
[15] *Id.*, ¶¶ 5-6, 8.
[16] *Id.*, ¶ 7.
[17] *Id.*, ¶ 10, Ex. B at CENT000080.
[18] Nurse Aff., ¶ 17.
[19] *Id.*, ¶ 18.
[20] 190 A.3d 148 (Del. 2018).

10. The nurse testifies that while she, like all medical professionals at the facility, had clinical authority regarding patient care, she had no authority to discipline, detain, or restrain inmates.[21] Further, all inmates, including Sanders, had the authority to refuse medical treatment, leave the infirmary, and decline treatment by a specific provider.[22]

11. Centurion argues that this case is more akin to *Bates v. Caesar Rodney Sch. Dist.*,[23] where the court found that Section 219 did not apply to hold a school liable for its teacher's sexual misconduct, distinguishing the circumstances in *Sherman.*

12. Sanders contends that as a result of both instances of sexual misconduct, and the resulting shock, nausea, grief, rage and forgetfulness, he was unable to accurately recall the exact date of the second alleged incident.[24] Sanders describes these struggles as his "unknowingly acting out," leading to self-medication in response to "the [onset] of depression and high anxiety" which led to his being transferred to quarters of elevated security in the facility.[25] He asks the Court to exercise its discretion and "excuse an error in identifying the date of an injury due to an unknown medical illness caused by the injury."[26]

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[21] *Id.*, ¶¶ 11-12.
[22] *Id.*, ¶¶ 13-15.
[23] 2018 WL 11360454, at *4–5 (Del. Super. Nov. 30, 2018), *aff'd,* 263 A.3d 127 (Del. 2021).
[24] Opp., at 1.
[25] *Id.*, at 2-4.
[26] *Id.*, at 6.

13. Sanders further contends that, despite his inability to recall the exact date of the second instance of alleged sexual misconduct, it occurred sometime after his arrival at "E" building—a "medium security" section of JTVCC.[27]

14. Finally, Sanders contends that, as evidence of a previous relationship between himself and the nurse, he is "in possession of [p]ersonal photos of Defendant's employee." And that, "[the photos] are 20 years old, but [Sanders has] them from her."[28]

15. Centurion responds that the employment records foreclose Sanders' account of the second alleged assault and that he has identified no competent evidence creating a genuine dispute of material fact.[29]

Standard of Review

16. Under Superior Court Civil Rule 56(c), summary judgment may be granted if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show 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.[30]

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[27] Opp., at 4.
[28] *Id.*
[29] Defendant's Reply Brief in Support of Motion for Summary Judgment (D.I. 42). Centurion attaches to its reply brief documents that purport to be DOC housing detail and history records. D.I. 42, Ex. D. Centurion, however, fails to provide this evidence through a witness who can authenticate and explain the documents. Accordingly, the Court will not consider Ex. D. *see Laugelle v. Bell Helicopter Textron, Inc.,* 88 A.3d 110, 117-18 (Del. 2014) (on summary judgment, the court may only consider admissible evidence).
[30] Super. Ct. Civ. R. 56.

The moving party bears the initial burden, and the Court views all evidence in the light most favorable to the non-moving party. Where there is a material fact in dispute or if it seems desirable to inquire more thoroughly into the facts in order to clarify the application of the law, summary judgment is inappropriate.[31]

17. The summary judgment analysis in Delaware follows a two-step burden-shifting framework. The moving party bears the initial burden of demonstrating that the undisputed facts support its claims or defenses.[32] Thus, the non-moving party's obligation to come forward with evidence is triggered only after the moving party has discharged its initial burden.[33] When the moving party has satisfied its burden, to survive the motion for summary judgment the opponent "must do more than simply show that there is some metaphysical doubt as to material facts."[34]

Discussion

The record establishes Sanders fails to make a prima facie showing of a claim.

18. As the moving party, Centurion has established through competent, admissible evidence that the nurse was not employed by Centurion and had no access to the facility when the alleged assault is to have occurred. Therefore, the burden

[31] *Bailey v. City of Wilmington*, 766 A.2d 477, 479 (Del. 2001).
[32] *Brzoska v. Olson*, 668 A. 2d 1355, 1364 (Del. 1995).
[33] *See Alcott v. Hyman*, 208 A.2d 501, 506-07 (Del. 1965).
[34] *Brzoska*, 668 A.2d at 1364 (citation omitted).

shifts to Sanders to show a dispute of material fact to prevent entry of summary judgment.[35]

19. Sanders offers no evidence disputing the timing of the nurse's employment. Instead, he attempts to amend his allegations on the timing of the alleged assault through his opposition brief. Of course, Sanders' explanation—that the psychological conditions he claims arose from the alleged assaults prevented him from remembering the exact date—does not establish a factual dispute. A party may not amend the complaint through briefing.[36] Sanders has an affirmative obligation to put forth evidence establishing facts. He failed to do so.

20. Sanders further states that he is in possession of personal photographs of the nurse that are "over 20 years old."[37] While Sanders may have such photographs (which he did not attempt to submit as evidence), they do not create a dispute of fact regarding whether the alleged assault occurred.

21. In an effort to save his claim in the face of undisputed evidence, Sanders requests that the Court exercise its discretion to excuse a now-alleged incorrect date

[35] Garrett Aff., ¶¶ 5-8; Nurse Aff., ¶¶ 6-19.
[36] *Perfect Game Inc. v. Rise 2 Greatness Found.,* 2025 WL 1555003, at *4 (June 2, 2025), *aff'd*, 360 A.3d 214 (TABLE), 2026 WL 125763 (Del. Jan. 16, 2026) (finding it impermissible to amend a pleading through briefing).
[37] Opp., at 6.

of the alleged assault.[38] As noted, Sanders must produce evidence and he cannot change his allegations at this stage of the proceeding. This request is denied.[39]

22. Because Sanders failed to produce evidence establishing a dispute of material fact, the Court does not reach Centurion's second argument on agency.

Conclusion

23. As the moving party, Centurion bears the burden of establishing that there are no material facts in dispute and that it is entitled to judgment as a matter of law. Having satisfied its evidentiary burden, the burden shifted to Sanders to show a material dispute of fact. Having failed to do so, Centurion's Motion is **GRANTED**.

IT IS SO ORDERED.

/s/Kathleen M. Miller
Kathleen M. Miller, Judge

[38] *Id.,* at 2.
[39] Even if the Court were to construe his request as a motion to amend, it would still be denied. This action has been pending for over two years and trial is scheduled for November. The request untimely.