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,	)	
	)	
	)	

ORDER

Submitted: November 4, 2026

Decided: November 17, 2026

Upon consideration of Plaintiff's Motion for Reargument, **DENIED**

Kenneth Bachman, *Pro Se*.

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

CONNER, J.

INTRODUCTION

Before the Court is Kenneth Bachman aka Kenneth Petrini's ("Plaintiff") Motion for Reconsideration/Rehearing.[1] The instant motion arises out of the Court's dismissal of Counts I, II, and III of Plaintiff's Complaint on October 29, 2026. Upon consideration of the Motion filed by Plaintiff and the submissions of the parties, it appears to the Court that:

1. Plaintiff filed his Complaint on February 27, 2026, wherein he brought claims for fraud (Count I), breach of contract (Count II), and unjust enrichment (Count III) against Taylor Rene Murphy ("Defendant").
2. On March 19, 2026, Defendant filed her Motion to Dismiss pursuant to Superior Court Rule 12(b)(6) and supporting brief on April 21, 2026.
3. Oral argument on Defendant's Motion was held on September 1, 2026, and the Court issued its Opinion on October 29, 2026, dismissing the Complaint in its entirety under Rule 12(b)(6).
4. Plaintiff filed his Motion for Reconsideration/Rehearing on November 4, 2026, and Defendant filed her Response on November 5, 2026.

[1] Plaintiff does not designate the instant motion as a Rule 59(e) motion for reargument, but the Court will treat it as such based on the arguments made and relief sought.

STANDARD OF REVIEW

5. Delaware Superior Court Civil Rule 59(e) allows a party to file a motion for reargument with the Court and empowers the Court to "determine from the motion and answer whether reargument will be granted."[2] The movant bears a heavy burden on reargument,[3] and denial of a Rule 59(e) motion is proper unless "the Court has overlooked a controlling precedent or legal principles, or the Court has misapprehended the law or facts such as would have changed the outcome of the underlying decision."[4] Reargument is not an avenue to raise a novel argument, nor is it appropriate to "rehash arguments already made and decided by the Court."[5]

The Court did not Overlook Controlling Precedent or Misapprehend the Law

6. In his Motion, Plaintiff reiterates the standard of review for Rule 129(b)(6) motions but does not appear to make any claim that the Court overlooked or misapplied the caselaw cited.

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[2] *Bertola v. Fisher-Price, Inc.*, 336 A.3d 575, 580-81 (Del. 2025) (quoting Del. Super. Ct. Civ. Rule 59(e)).
[3] *Mortgage Connect Document Solutions, LLC v. Green Industrial Development Group*, *LLC*, 2026 WL 458585 at *1 (Del. Super. Ct. 2026)(quoting *Long v. Johnson & Johnson Servs., Inc.*, 2020 WL 2850205 at *1 (Del. Super. Ct. 2020)).
[4] *Bertola v. Fisher-Price, Inc.*, 336 A.3d at 580-81 (quoting *Kennedy v. Invacare, Inc.*, 2006 WL 488590 at *1 (Del. Super. Ct. 2006)).
[5] *Id.*

The Court did not Misapprehend or Misstate the Facts

7. Plaintiff bases the instant Motion on the assertion that the Court, "[b]oth at oral argument and in [its] opinion. . .misstated facts as averred which may have had a material impact on t[he] Court's opinion and order." [6]

8. In particular, Plaintiff takes issue with the Court's conclusion, wherein it characterized the conditions of the alleged agreement between the parties as "illusory,"[7] because Plaintiff, based on facts contained in the Complaint, was aware of Defendant's alleged breach and nonetheless continued to pay her.

9. Plaintiff argues that this is a misstatement of fact, and that he was unaware of Defendant's conduct while he was paying her under the alleged agreement.[8]

10. In its Opinion, the Court concluded that Plaintiff became aware of Defendant's breach in 2025 because Plaintiff's Complaint says exactly

[6] D.I. 17 at ¶ 4.
[7] *Bachman v. Murphy*, 2026 WL 3258401 at *9 (Del. Super. Ct. 2026).
[8] D.I. 17 at ¶ ¶ 21, 28 ("As is clear from the Complaint, Plaintiff avers he is unaware 'in January of 2025 and again in February 2025 that Defendant was not holding up her end of the deal.'"); ("[The Court] ignores the fact that Plaintiff avers he was not aware of the breach at the time of payment and that he would have ended the arrangement had he been aware.").

that.[9] In fact, Plaintiff, perhaps inadvertently, reiterates his awareness of Defendant's breach while arguing that the Court erred in drawing that same factual conclusion.[10]

11. Plaintiff may not now retrospectively reframe the facts contained in the Complaint to revive his claims. Nor may he invite the Court to turn a blind eye to the facts that defeat his claim.

12. The Court did not misapprehend the facts contained in Plaintiff's Complaint, therefore reargument is unwarranted.

The Court's Alleged Misapprehension of the Facts is Inconsequential to the Disposition in Court's Dismissal

13. Even if the Court misapprehended facts contained in the Complaint, and Plaintiff was in fact not privy to Defendant's alleged breach, correcting the alleged error would not change the Complaint's failure to state a viable claim.

14. Where the Court has misapprehended the law or facts, Rule 59(e) reargument is only proper where such misapprehension "*would have*

[9] D.I. 1 at ¶ ¶ 53, 55 ("On January 20, 2025, Defendant visited Plaintiff's home to deliver a Christmas present and *Plaintiff became aware* that Defendant was still in contact, directly or indirectly, with Bobby;"); ("[N]o later than Fe3bruary[sic] 13, 2025, Defendant and Bobby continued or resumed a regular recurring sexual relationship.") (emphasis added).
[10] *See* D.I. 17 at footnote 22[sic] ("This statement was made in February 2025 when Plaintiff thought Defendant was back with Bobby.").

changed the outcome of the underlying decision."[11] No ground on which the Court dismissed Plaintiff's claims would be disturbed by correction of the Court's factual error as alleged.

15. The Court dismissed Plaintiff's fraud claim for impermissible bootstrapping under Delaware law. Whether Plaintiff believed Defendant was in a relationship in violation of their alleged agreement is an issue entirely independent from and immaterial to the Court's decision.

16. As a matter of law, the duties underlying Plaintiff's fraud claim and reiterated in his Motion would still be insufficient to sustain a fraud claim,[12] even if Plaintiff was unaware of Defendant's relationship. Further, the Court's alleged factual error, if corrected, would not change the fact that Plaintiff failed to plead damages from Defendant's alleged fraud that are distinct from those sustained by her alleged contractual breach.[13]

17. As such, Plaintiff is not entitled to reargument on Count I, fraud.

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[11] *Bertola v. Fisher-Price, Inc.*, 336 A.3d at 580-81 (quoting *Kennedy v. Invacare, Inc.*, 2006 WL 488590 at *1 (Del. Super. Ct. 2006)) (emphasis added).
[12] *Bachman v. Murphy* 2026 WL 3258401 at *8 ("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 [contract], and the latter, standing alone, is insufficient to sustain a fraud claim under Delaware law.").
[13] *Id*. ("Plaintiff's prayers for relief in Counts I, II, and III of the Complaint are identical.").

18. Count II of the Complaint is similarly unaffected by the Court's purported factual error. Plaintiff claims the Court misapprehended facts pertaining to omissions that occurred during performance of the alleged contract. However, the Court identified three failures warranting dismissal that existed at the time of formation: (1) lack of mutual assent, (2) insufficiently definite terms, and (3) public policy.

19. Plaintiff's proffered factual correction has no effect on the Court's inability to find mutual assent. The facts as averred by Plaintiff did not raise a reasonable inference that Defendant assented to the alleged agreement. Plaintiff's knowledge, or lack thereof, of her subsequent breach is immaterial to the Court's holding.[14]

20. Similarly, the alleged factual error, if corrected, would not change the facially deficient terms of the alleged contract. Based on the Complaint, the Court could not ascertain what Defendant's obligations were under the alleged agreement as required by Delaware law.[15] Plaintiff's knowledge of a subsequent breach again has no bearing on the Court's holding.

[14] *Id.* at *5.
[15] *Id*.

21. Finally, the Court's holding that the alleged contract violated public policy would not change if the alleged factual error were corrected. Whether Plaintiff was aware of Defendant's alleged breach or not, the terms of the agreement that formed the basis of his breach of contract claim still offend public policy, and as such the agreement is still void.[16]

22. As such, reargument is inappropriate on Count II, breach of contract.

23. As to Plaintiff's unjust enrichment claim, Plaintiff's knowledge of Defendant's breach was not of consequence to the Court's dismissal. The Court's dismissal was based wholly on the claim's duplicity and Plaintiff's attempt to use it as a mechanism to support a deficient breach of contract claim, as well as its offense to public policy.[17]

24. Reargument is therefore inappropriate on Count III, unjust enrichment.

CONCLUSION

25. Plaintiff's Motion is a blatant attempt to rehash and reframe facts and arguments previously presented to and resolved by the Court. For the foregoing reasons, Plaintiff fails to identify any basis for which reargument would be appropriate. His Motion for Reconsideration/Rehearing is **DENIED**.

[16] *Id.* at *6.
[17] *Id*. at *9.

IT IS SO ORDERED.

/s/ Mark H. Conner

Mark H. Conner, Judge

oc: Prothonotary