

**IN THE SUPERIOR COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY**

TANYA GREENE,)	
)	
Plaintiff,)	
)	
v.)	
)	C.A. No. N11C-10-239 CLS
TYEISHA SUMMERS and)	
TYRONE SUMMERS,)	
)	
Defendants.)	
)	

Date Submitted: August 2, 2012
Date Decided: August 24, 2012

On Defendants' Motion for Summary Judgment.
GRANTED.

ORDER

Tanya Greene, Esq., 819 E. 17th Street, Wilmington, DE 19802.
Pro se Plaintiff.

Michael K. DeSantis, Esq., Law Office of Dawn L. Becker, Citizens Bank Center,
919 Market Street, Suite 550, Wilmington, DE 19801.
Attorney for Defendants.

J. Scott

Introduction

Before the Court is Defendants', Tyeisha Summers and Tyrone Summers ("Defendants"), Motion for Summary Judgment pursuant to Superior Court Civil Rule 56. When Plaintiff, Tanya Greene ("Plaintiff") endorsed and cashed the \$500.00 check issued to her from GEICO, which included a notation that the check represented payment of her personal injury claim, she manifested her assent to the settlement agreement. Accordingly, Defendants' Motion for Summary Judgment is **GRANTED**.

Facts

This case arises from a car accident between Plaintiff, Tanya Greene ("Plaintiff") and Defendant, Tyeisha Summers. At the time of the accident, Ms. Summers was a minor and was driving a vehicle owned by her father, Defendant Tyrone Summers. The vehicle was insured by GEICO Insurance Company.

Plaintiff filed a Complaint in the Court of Common Pleas. The case was transferred to this Court on October 27, 2011, as Defendants requested a jury trial. The Complaint alleges that the Plaintiff sustained injuries as a result of the accident and has unpaid medical bills of which Defendants are responsible.

On March 21, 2011, GEICO's Claims Department contacted Plaintiff by letter. The letter enclosed a copy of the general release and instructed the Plaintiff to sign and return the general release to GEICO. The letter indicated that upon

receipt of the general release, payment in the amount of \$500.00 would be disbursed. The Plaintiff never signed and returned the general release which stated that Plaintiff was not permitted to recover any future claims pertaining to this injury.

Even though GEICO did not receive the signed and executed release from the Plaintiff, GEICO sent a check in the amount of \$500.00 payable to Plaintiff. The front of the check indicated that the check was “[i]n payment of: bodily injury coverage full and final settlement of all claims and liens.”¹ Plaintiff cashed the check and requested additional payments from GEICO for physical therapy costs. A claim payment screen from October 6, 2011 indicated that GEICO rejected Plaintiff’s claims as the \$500.00 check had been cashed.

Defendants moved for Summary Judgment claiming that Plaintiff’s action should be dismissed because she agreed to release any and all claims in exchange for \$500.00. Therefore, according to Defendants, Plaintiff’s lawsuit is barred by the settlement agreement she entered into with GEICO.

Standard of Review

The Court may grant summary judgment 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

¹ Defendants’ Supplemental Letter, Ex. A.

part is entitled to summary judgment as a matter of law.”² The moving party bears the initial burden of showing that no material issues of fact are present.³ Once such a showing is made, the burden shifts to the non-moving party to demonstrate that there are material issues of fact in dispute.⁴ In considering a motion for summary judgment, the Court must view the record in a light most favorable to the non-moving party.⁵ “Summary judgment will not be granted when a more thorough inquiry into the facts is desirable to clarify the application of the law to the circumstances.”⁶

Discussion

“A compromise and settlement agreement will be enforced absent fraud or other good reason.”⁷ If a settlement is valid, it is “conventional for the court before whom the case is pending to enforce a settlement agreement.”⁸ With a valid settlement agreement in place and executed, it would be a waste of judicial resources to conduct a trial and award damages, only to have the damages reversed by subsequent contract enforcement actions.⁹ Moreover, a settlement agreement is

² Super. Ct. Civ. R. 56(c); *Burkhart v. Davies*, 602 A.2d 56, 59 (Del. 1991).

³ *Moore v. Sizemore*, 405 A.2d 679, 680 (Del. 1979).

⁴ *Id.* at 681.

⁵ *Burkhart*, 602 A.2d at 59.

⁶ *Phillip-Postle v. BJ Prods., Inc.*, 2006 WL 1720073, at *1 (Del. Super. Apr. 26, 2006).

⁷ *Purcell v. East of the Sun*, 2010 WL 1267118 at *2, (Del. Super. Mar. 26, 2010) (citing *Bandera v. City of Quincy*, 344 F.3d 47, 51-52 (1st Cir. 2003)).

⁸⁸ *Bandera*, 344 F.3d at 51.

⁹ *Id.*

a voluntary surrender of the right of the Plaintiff to have her claim heard in court.¹⁰ Finally, when a check contains clear language indicating the scope and effect of the settlement and the check is cashed, the Plaintiff is deemed to have agreed to the settlement terms.¹¹

Here, summary judgment is warranted because a valid settlement was agreed upon and Plaintiff manifested her assent when she cashed the check. An agreement for settlement of \$500.00 between the parties is evident in the letter from GEICO to Plaintiff dated March 21, 2011. The letter included the release and subsequently, GEICO sent the settlement check to Plaintiff, which was cashed on March 25, 2011. Although the check was mailed to Plaintiff without the signed release, the Plaintiff had sufficient notice of the scope and effect of the check, as the front of the check indicated that the check constituted full and final settlement of all claims and liens. Thus, when the Plaintiff cashed the check, she acknowledged settlement and made a manifestation of mutual assent sufficient to render the settlement valid. The agreed upon settlement for the Plaintiff's bodily injury claim has been paid in full, and thus Plaintiff is precluded from recovery. Therefore, as there are no genuine issues of material fact in dispute and Defendants are entitled to judgment as a matter of law, Summary Judgment is **GRANTED**.

¹⁰ *Id.* at 52.

¹¹ See *Malcolm v. Sears*, 1990 WL 9500, at *3 (Del. Super. Jan. 26, 1990).

Conclusion

Based on the foregoing, Defendants' Motion for Summary Judgment is
GRANTED.

IT IS SO ORDERED.

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