

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

MRPC CHRISTIANA LLC,)	
et al.,)	
)	C.A. No. N15C-02-010 EMD
Plaintiffs/Counterclaim Defendants ,)	
)	
v.)	
)	
CROWN BANK,)	
)	
Defendant/Counterclaim Plaintiff.)	

**ORDER GRANTING MOTION FOR PARTIAL SUMMARY JUDGMENT AS TO
COUNT IV, TORTIOUS INTERFERENCE OF CONTRACT**

Upon consideration of the Motion for Partial Summary Judgment as to Count IV, Tortious Interference of Contract (the “Tortious Interference Claim Motion”) filed by Defendant/Counterclaim Plaintiff Crown Bank (“Crown Bank”); the Plaintiffs’ Combined Opposition to Defendant’s Motions for Partial Summary Judgment as to Count I Negligence, Count IV Tortious Interference with Contract, and Count V Unjust Enrichment (the “Combined Opposition”) filed by Plaintiffs MRPC Christiana LLC, *et al.* (“MRPC”); the exhibits attached to the Tortious Interference Claim Motion and the Combined Opposition; the Plaintiffs’ Motion for Leave to File an Amended Complaint (the “Motion to Amend”) filed by MRPC; Crown Bank’s Opposition to Plaintiffs’ Motion for Leave to File an Amended Complaint (the “Opposition to Amend”) filed by Crown Bank; the arguments made by the parties at the hearing (the “Hearing”) held on the Tortious Interference Claim Motion and the Combined Opposition on July 11, 2016:

1. The standard of review on a motion for summary judgment is well-settled. The Court’s principal function when considering a motion for summary judgment is to examine the record to determine whether genuine issues of material fact exist, “but not to decide such

issues.”¹ Summary judgment will be granted if, after viewing the record in a light most favorable to a non-moving party, no genuine issues of material fact exist and the moving party is entitled to judgment as a matter of law.² If, however, the record reveals that material facts are in dispute, or if the factual record has not been developed thoroughly enough to allow the Court to apply the law to the factual record, then summary judgment will not be granted.³ The moving party bears the initial burden of demonstrating that the undisputed facts support his claims or defenses.⁴ If the motion is properly supported, then the burden shifts to the non-moving party to demonstrate that there are material issues of fact for the resolution by the ultimate fact-finder.⁵

2. The elements for a tortious interference with contractual relations claim are: (1) the existence of a prospective economic or contractual relationship; (2) the defendant’s malicious interference with the relationship; (3) the loss or breach of the relationship due to the interference; and (4) damages caused by the interference.⁶ The claim must be directed at a defendant who is not a party to the contract.⁷

3. Count IV asserts a tortious interference of contract claim against Crown Bank. Specifically, Count IV seeks damages from Crown Bank for Crown Bank’s purported intentional and deliberate delay in providing funding under the loan agreement (the “Loan Agreement”)

¹ *Merrill v. Crothall-American Inc.*, 606 A.2d 96, 99-100 (Del. 1992) (internal citations omitted); *Oliver B. Cannon & Sons, Inc. v. Dorr-Oliver, Inc.*, 312 A.2d 322, 325 (Del. Super. 1973).

² *Id.*

³ *Ebersole v. Lowengrub*, 180 A.2d 467, 470 (Del. 1962); *see also Cook v. City of Harrington*, 1990 WL 35244 at *3 (Del. Super. Feb. 22, 1990) (citing *Ebersole*, 180 A.2d at 467) (“Summary judgment will not be granted under any circumstances when the record indicates . . . that it is desirable to inquire more thoroughly into the facts in order to clarify the application of law to the circumstances.”).

⁴ *Moore v. Sizemore*, 405 A.2d 679, 680 (Del. 1970) (citing *Ebersole*, 180 A.2d at 470).

⁵ *See Brzoska v. Olsen*, 668 A.2d 1355, 1364 (Del. 1995).

⁶ *See Printing Mart-Morristown v. Sharp Electronics, Corp.*, 563 A.2d 31, 37 (N.J. 1989); *see also AeroGlobal Capital Management, LLC v. Cirrus Indus., Inc.*, 871 A.2d 428, 437 n.7 (Del. 2005). The loan agreement between the parties calls for the application of New Jersey law. In this instance, the Court holds it is unnecessary to engage in a choice-of-law analysis as New Jersey and Delaware law on tortious interference of contract claims is substantially (if not identically) similar.

⁷ *See Printing Mart-Morristown*, 562 A.2d at 37; *CPM Indus., Inc. v. ICI Americas, Inc.*, 1990 WL 28574, at *1 (Del. Super. Feb. 27, 1990).

between MRPC and Crown Bank.⁸ Crown Bank is a party to the Loan Agreement. Count IV, therefore, fails to plead a cause of action upon which relief can be granted. Accordingly, no genuine issues of material fact exist and Crown Bank is entitled to judgment as a matter of law on Count IV.

4. MRPC had moved to amend the Complaint. If the Court had granted that motion in full, the Complaint would have asserted a claim of tortious interference as to two other contracts: (i) MRPC's construction agreement with BCD Associates and (ii) MRPC's deposit agreement with TD Bank. The amendment would have cured the fundamental flaw of Count IV; however, the Court found that such an amendment at this late date would seriously prejudice Crown Bank.⁹ The Court denied MRPC's request to amend Count IV of the Complaint.¹⁰

5. This Order does not preclude any claim for direct or consequential damages sought in Counts II and III of the Complaint that might relate to: (i) MRPC's construction agreement with BCD Associates, and (ii)'s deposit agreement with TD Bank.

IT IS HEREBY ORDERED that the Motion for Partial Summary Judgment as to Count IV, Tortious Interference of Contract is **GRANTED**.

Dated: July 20, 2016
Wilmington, Delaware

/s/ *Eric M. Davis*
Eric M. Davis, Judge

⁸ Complaint at ¶¶ 11, 12, 78-83.

⁹ See Order Granting in Part and Denying in Part Plaintiffs' Motion for Leave to File an Amended Complaint entered on July 19, 2016 at ¶¶ 6-9.

¹⁰ *Id.*