

IN THE SUPREME COURT OF THE STATE OF DELAWARE

CLARENCE HARRISON,	§
	§
Plaintiff Below-	§ No. 105, 2001
Appellant,	§
	§
v.	§ Court Below—Superior Court
	§ of the State of Delaware,
UNITED WATER OF	§ in and for New Castle County
DELAWARE, INC. and	§ C.A. No. 98C-06-084
MICHAEL E. REEGER,	§
	§
Defendants Below-	§
Appellees.	§

Submitted: July 23, 2001

Decided: August 22, 2001

Before **WALSH, HOLLAND** and **BERGER**, Justices

**ORDER**

This 22<sup>nd</sup> day of August 2001, upon consideration of the appellant's opening brief, the appellees' motion to affirm pursuant to Supreme Court Rule 25(a), the appellant's answer to the motion to affirm and the appellees' reply, it appears to the Court that:

(1) The plaintiff-appellant, Clarence Harrison, claims error in the Superior Court judge's various pretrial rulings and statutory violations<sup>1</sup> in connection with the settlement of his claims prior to trial. Defendants-

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<sup>1</sup>18 *Del. C.* Chap. 23 (Unfair Trade Practices Act).

appellees have moved to affirm the judgment of the Superior Court on the ground that it is manifest on the face of the opening brief that the appeal is without merit.<sup>2</sup> We agree and AFFIRM.

(2) Harrison’s personal injury lawsuit against defendants-appellees United Water of Delaware, Inc. and Michael E. Reeger was scheduled for trial in the Superior Court on February 5, 2001. Just before trial was to begin the parties reached a settlement of the case. After being informed of the settlement, the Superior Court judge engaged in a settlement colloquy with Harrison, who was pro se. During the colloquy, Harrison stated that the terms of the settlement were acceptable to him and acknowledged that he would not be able to undo the settlement in the future. Despite his representations on the record, Harrison subsequently claimed the settlement was unfair and moved for a new trial.<sup>3</sup> Defendants-appellees then moved to have the Superior Court enforce the settlement agreement. The Superior Court denied Harrison’s motions on the basis of procedural

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<sup>2</sup>Supr. Ct. R. 25(a).

<sup>3</sup>Super. Ct. Civ. R. 59(a) (“A new trial may be granted . . . in an action in which there has been a trial . . .”). Harrison subsequently also moved to have the case removed to the United States District Court.

impropriety<sup>4</sup> and granted defendants-appellees' motion to enforce the settlement agreement.

(3) The transcript of the settlement colloquy clearly reflects that Harrison entered into the settlement freely and voluntarily and intended the settlement to be a full and final disposition of his claims against defendants-appellees. Thus, Harrison has waived any claims he may have had based on the Superior Court's pretrial rulings.<sup>5</sup> In addition, the statutory violations claimed by Harrison do not appear to have any relevance to defendants-appellees since there is no evidence they were ever engaged in the business of insurance.<sup>6</sup>

(4) It is manifest on the face of Harrison's submissions that this appeal is without merit because the issues presented on appeal are controlled by settled Delaware law and, to the extent that judicial discretion is implicated, clearly there was no abuse of discretion.

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<sup>4</sup>The Superior Court ruled that the motions were untimely and improper since the case had been settled prior to trial.

<sup>5</sup>*Johnson v. Zerbst*, 304 U.S. 458, 464 (1938) ("A waiver is . . . an intentional relinquishment or abandonment of a known right or privilege.")

<sup>6</sup>18 *Del. C.* § 2302(1).

NOW, THEREFORE, IT IS ORDERED that, pursuant to Supreme Court Rule 25(a), defendants-appellees' motion to affirm is GRANTED.

The judgment of the Superior Court is AFFIRMED.

BY THE COURT:

/s/ Randy J. Holland  
Justice