

IN THE SUPREME COURT OF THE STATE OF DELAWARE

|                           |                              |
|---------------------------|------------------------------|
| JAMES COPPEDGE and KRISHA | §                            |
| JOHNSON COPPEDGE,         | § No. 525, 2011              |
|                           | §                            |
| Defendants Below-         | §                            |
| Appellants,               | § Court Below—Superior Court |
|                           | § of the State of Delaware   |
| v.                        | § in and for Kent County     |
|                           | § C.A. No. K11L-02-042       |
| US BANK NATIONAL          | §                            |
| ASSOCIATION,              | §                            |
|                           | §                            |
| Plaintiff Below-          | §                            |
| Appellee.                 | §                            |

Submitted: December 1, 2011  
Decided: December 19, 2011

Before **STEELE**, Chief Justice, **JACOBS** and **RIDGELY**, Justices.

**ORDER**

This 19<sup>th</sup> day of December 2011, upon consideration of the appellants’ opening brief and the appellee’s motion to affirm pursuant to Supreme Court Rule 25(a), it appears to the Court that:

(1) The defendants-appellants, James Coppedge and Krisha Johnson Coppedge (the “Coppedges”), filed an appeal from the Superior Court’s September 15, 2011 order granting summary judgment in favor of the plaintiff-appellee, US Bank National Association (the “Bank”). The Bank has moved to affirm the

Superior Court’s judgment on the ground that it is manifest on the face of the opening brief that the appeal is without merit.<sup>1</sup> We agree and affirm.

(2) The record before us reflects that, in March 2009, the Bank filed a complaint against the Coppedges seeking to foreclose on their property located at 52 Barkley Court, Dover, Delaware (the “Property”), due to their failure to make mortgage payments. The complaint was filed pursuant to Del. Code Ann. tit. 10, §3901(a), which requires the defendant to file an affidavit setting forth with factual specificity the nature of any defense. Instead of filing the required affidavit, the Coppedges filed an “answer” to the complaint that failed to conform either to the Superior Court Civil Rules or the requirements of §3901, along with a number of unintelligible documents.

(3) The Bank then moved for summary judgment,<sup>2</sup> requesting the Superior Court to strike the Coppedges’ answer to the complaint, deem the allegations in the complaint admitted, enter judgment in favor of the Bank and bar any future frivolous pleadings by the Coppedges. By order dated September 15, 2011, the Superior Court, deeming the allegations in the complaint to be admitted,<sup>3</sup> granted the Bank’s motion for summary judgment.

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<sup>1</sup> Supr. Ct. R. 25(a).

<sup>2</sup> Super. Ct. Civ. R. 56.

<sup>3</sup> Del. Code Ann. tit. 10, §3901(d).

(4) In their appeal, the Coppedges assert a number of disjointed claims that may fairly be summarized as follows: a) the Superior Court did not have the authority to grant the Bank's motion for summary judgment because it lacked personal jurisdiction over them as well as subject matter jurisdiction over the claims made in the complaint; b) the Bank's complaint failed to state a claim upon which relief may be granted because the mortgage debt has been satisfied; c) the attorneys representing the Bank committed mortgage fraud by not acknowledging that the mortgage debt has been satisfied; and d) the Bank did not answer their counterclaim and, therefore, did not merit the entry of summary judgment in its favor. The Coppedges ask this Court to release them from any present mortgage obligations and order the Bank to refrain from bringing any future foreclosure actions against them.

(5) On a motion for summary judgment, the moving party must demonstrate that, viewing the evidence in the light most favorable to the non-moving party, there is no genuine issue as to any material fact and he is entitled to judgment as a matter of law.<sup>4</sup> The burden then shifts to the non-moving party to demonstrate the existence of a genuine issue of material fact remaining in dispute.<sup>5</sup>

(6) The record in this case clearly reflects that a) the Superior Court had jurisdiction over the parties and the subject matter of the Bank's claim; b) there

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<sup>4</sup> Super. Ct. Civ. R. 56; *Moore v. Sizemore*, 405 A.2d 679, 680 (Del. 1979).

<sup>5</sup> *Id* at 681.

was no evidence before the Superior Court that the Coppedges' mortgage debt had been satisfied; c) there was no evidence before the Superior Court of any impropriety on the part of the Bank's attorneys; and d) the Superior Court correctly found that the Bank was under no obligation to respond to the Coppedges' unintelligible "counterclaim." Because the Coppedges offered no coherent defense to the Bank's complaint as required by §3901, we conclude that the Superior Court properly deemed the allegations in the complaint to be admitted and properly entered summary judgment in favor of the Bank.

(7) It is manifest on the face of the opening brief 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, there was no abuse of discretion.

NOW, THEREFORE, IT IS ORDERED that the motion to affirm is GRANTED. The judgment of the Superior Court is AFFIRMED.

BY THE COURT:

/s/ Henry duPont Ridgely  
Justice