

SUPERIOR COURT OF THE STATE OF DELAWARE

Wright v. Fernandez

Wright v. Fernandez · No. C.A. No. K23C-10-004 JJC · Decided November 25, 2025

SUMMARY

The Delaware Superior Court denied Defendant Davante Fernandez’s motion for summary judgment in Jaleel Wright’s personal-injury action arising from a motor-vehicle accident. The court held that the release Wright executed in exchange for Allstate’s policy-limit payment unambiguously preserved claims against Fernandez because releasing him would adversely affect Wright’s ability to pursue underinsured-motorist benefits. The court therefore concluded that the release did not extinguish Wright’s claims against Fernandez.

CASE DETAILS

COURT	Superior Court of the State of Delaware
WRITING FOR THE COURT	Jeffrey J. Clark
JURISDICTION	Superior Court of the State of Delaware
DECIDED	November 25, 2025
DOCKET	C.A. No. K23C-10-004 JJC
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved for judgment on the pleadings under Superior Court Civil Rule 12(c), or alternatively for summary judgment, arguing that a release executed in connection with an insurance settlement extinguished plaintiff’s claims against defendant. Because the parties submitted materials outside the pleadings and the court did not exclude them, the court converted the motion to one for summary judgment under Rule 56.
STANDARD OF REVIEW	Summary judgment is proper when there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. The moving party bears the initial burden of showing the absence of a material factual dispute; if that burden is met, the nonmoving party must identify a material fact in dispute. Reasonable inferences are drawn in favor of the nonmoving party.
PRECEDENTIAL VALUE	Published Superior Court memorandum opinion; precedential status is identified in the supplied metadata as published.

TOPICS

uninsured motorist

insurance coverage

contract interpretation

summary judgment

civil procedure

PRACTICE AREAS

insurance

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civil procedure

personal injury

QUESTIONS PRESENTED

1. Whether the release executed by Wright after Allstate paid its bodily-injury policy limits unambiguously released Fernandez from liability for the accident.
2. Whether the release's reservation of claims necessary to preserve Wright's underinsured-motorist benefits preserved Wright's claims against Fernandez.
3. Whether Fernandez was entitled to summary judgment based on the release.

HOLDINGS

1. The release was not ambiguous because its provisions, read together, unambiguously preserved claims against persons whose release would adversely affect Wright's ability to recover underinsured-motorist benefits. The court therefore applied the four-corners rule and did not need to consider extrinsic evidence concerning the parties' intent.
2. The release did not extinguish Wright's claims against Fernandez; it expressly preserved them because releasing Fernandez would have adversely affected Wright's ability to perfect and recover underinsured-motorist benefits.
3. Fernandez was not entitled to summary judgment because the release did not bar Wright's claims against him.

KEY QUOTATIONS

"Delaware law recognizes general releases and enforce them when their wording is clear." (6)

"For that reason, the provision in the Release that recognizes that "no one is released . . . to the extent that it would adversely affect . . . Mr. Wright from recovering any underinsured motorist benefits" unambiguously preserves Mr. Wright's claims against Mr. Fernandez." (8)

"In sum, the Release is not ambiguous, and the unambiguous document does not extinguish Mr. Wright's claims against Mr. Fernandez." (9)

FACTUAL BACKGROUND

On October 9, 2021, Davante Fernandez allegedly negligently caused a collision while driving a vehicle owned by Tymir Cowans, with Jaleel Wright as a passenger. Wright allegedly suffered bodily injuries. Allstate, which insured Cowans's vehicle, paid Wright its \$25,000 bodily-injury policy limits in exchange for a release. Wright later sued Fernandez for additional compensation, and the release included a provision reserving claims to the extent releasing anyone would adversely affect Wright's ability to recover underinsured-motorist benefits.

PROCEDURAL HISTORY

Jaleel Wright sued Davante Fernandez for injuries allegedly sustained in a motor-vehicle collision. Fernandez pleaded release, initially characterized as accord and satisfaction, and sought judgment on the pleadings or summary judgment based on the release Wright signed after Allstate paid \$25,000 in bodily-injury policy limits. The court converted the motion to summary judgment, allowed supplemental submissions, and denied the motion.

DISPOSITION

other

CASES CITED

- Riverbend Cmty., LLC v. Green Stone Eng'g, LLC, 55 A.3d 330, 337 (Del.)
- Deuley v. DynCorp Int'l, Inc., 8 A.3d 1156, 1164 (Del.)
- Hob Tea Room v. Miller, 89 A.2d 851, 857 (Del.)
- Rothen v. Huang, 1989 WL 5374, at *1, *3 (Del. Super. Jan. 4, 1989)
- Corp. Prop. Assocs. 6 v. Hallwood Grp. Inc., 817 A.2d 777, 779 (Del.)
- Chakov v. Outboard Marine Corp., 429 A.2d 984, 985 (Del.)
- Seven Invs., LLC v. AD Cap., LLC, 32 A.3d 391, 397 (Del. Ch.)
- Jhaveri v. K1 Inv. Mgmt. LLC, 2025 WL 1779507, at *6-*7 (Del. Ch. June 27, 2025)
- Osborn ex rel. Osborn v. Kemp, 991 A.2d 1153, 1159-1160 (Del.)
- Eagle Indus., Inc. v. DeVilbiss Health Care, Inc., 702 A.2d 1228, 1232 (Del.)
- Sivakoff v. Nationwide Mut. Ins. Co., 21 A.3d 597, 2011 WL 1877610, at *4 (Del. May 16, 2011) (TABLE)
- Rostocki v. Geico Gen. Ins. Co., 2014 WL 6663078, at *1 (Del. Super. Nov. 17, 2014)
- Brown v. Ocean Drilling & Expl. Co., 403 A.2d 1114, 1115 (Del.)
- Brzoska v. Olson, 668 A.2d 1355, 1364 (Del.)
- Mechell v. Palmer, 343 A.2d 620, 621 (Del.)