SUPERIOR COURT OF THE STATE OF DELAWARE

One Pie Investment LLC v. Kina Whitfield a/k/a Kina Lane Whitfield a/k/a Kina Lane Enterprises, LLC

One Pie Investment LLC v. Kina Whitfield a/k/a Kina Lane Whitfield a/k/a Kina Lane Enterprises, LLC · No. N22L-12-041 SPL · Decided April 16, 2026

SUMMARY

The Delaware Superior Court considers a defendant's motion to set aside a sheriff's sale and the plaintiff's motion to confirm the sale of five mortgaged properties. The court applies the gross-inadequacy and procedural-irregularity standards for setting aside sheriff's sales, determines that the $380,000 package sale exceeded 50% of the county-assessed value, and rejects the defendant's unsupported claims regarding notice, negotiations, assignment, and related proceedings. The motion to confirm is granted, and the motion to set aside is denied.

CASE DETAILS

COURT	Superior Court of the State of Delaware
WRITING FOR THE COURT	Sean P. Lugg
JURISDICTION	Delaware Superior Court
DECIDED	April 16, 2026
DOCKET	N22L-12-041 SPL
DISPOSITION	other
PROCEDURAL POSTURE	Defendant Kina Whitfield moved to set aside a sheriff's sale of five mortgaged properties, and plaintiff One Pie Investment LLC moved to confirm the sale. The Superior Court denied the motion to set aside and granted the motion to confirm.
STANDARD OF REVIEW	The Superior Court has broad discretion to confirm or set aside sheriff's sales. A sale may be set aside when the sales price is so grossly inadequate that it shocks the conscience, or when fraud, mistake, accident, impropriety, misconduct, surprise, or irregularity occurred in the sale process.
PRECEDENTIAL VALUE	Published Delaware Superior Court memorandum opinion

TOPICS

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PRACTICE AREAS

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QUESTIONS PRESENTED

1. Whether the sheriff's sale should be set aside because the purchase price was grossly inadequate and failed the applicable 50-percent fair-market-value test.
2. Whether alleged fraud, mistake, accident, misconduct, surprise, irregularity, or inadequate notice required invalidation of the sheriff's sale.
3. Whether the properties could properly be valued and sold as a package rather than individually.
4. Whether the defendant could use the sale-confirmation proceeding to challenge the underlying default judgments or defenses that were not timely raised in the proceeding producing those judgments.

HOLDINGS

1. The sheriff's sale was not subject to invalidation because the $380,000 purchase price represented approximately 50.4 percent of the $753,300 fair-market value established by the 2025 New Castle County tax reassessment and therefore did not shock the conscience of the court.
2. The sheriff's sale did not warrant invalidation because the defendant presented no evidence of fraud, mistake, accident, misconduct, surprise, irregularity, or other unfairness, and the record established that the interested parties received actual or constructive notice of the sale.
3. The defendant may not use a sheriff's-sale confirmation proceeding to assert challenges or defenses to default judgments that were not properly and timely raised in the proceeding leading to those judgments.

KEY QUOTATIONS

> *"A sheriff's sale may be set aside . . . when the sales price is so grossly inadequate that is shocks the conscience of the court."* (4)

> *"The Superior Court engages in: special judicial scrutiny where a property sold at the sheriff's sale fails to secure a bid which represents at least fifty percent of its fair market value ("50% test")."* (4)

> *"Under Superior Court Civil Rule 69(g), a mortgagee demonstrates adequate notice by showing that the mortgagor had actual or constructive knowledge of the sheriff's sale."* (11)

FACTUAL BACKGROUND

Kina Lane Enterprises, LLC borrowed $150,000 from World Business Lenders, LLC and pledged five residential properties as collateral; Kina Whitfield guaranteed the loan. After payment defaults, default judgments authorized foreclosure and a sheriff's sale. The mortgage was assigned to One Pie Investment LLC, and after bankruptcy-related stays and dismissals, the five properties were sold as a package for $380,000.

Whitfield challenged the sale based principally on alleged inadequate value, lack of notice, and alleged misconduct, but did not challenge the underlying debt or the validity of the default judgments.

PROCEDURAL HISTORY

World Business Lenders, LLC obtained default judgments enforcing a mortgage securing a $150,000 loan and authorizing sale of five properties. After assignment of the mortgage to One Pie Investment LLC and substitution of that entity as plaintiff, the court reinstated the default order and entered default judgment against all interested parties. Multiple bankruptcy filings stayed the foreclosure proceedings, but the cases were dismissed. The sheriff sold the properties on August 12, 2025, after which Whitfield moved to set aside the sale and One Pie moved to confirm it.

DISPOSITION

other

CASES CITED

- Shipley v. New Castle, 975 A.2d 764, 767 (Del. 2008)
- Burge v. Fidelity Bond and Mortgage Co., 648 A.2d 414, 419-21 (Del. 1994)
- In re Roach, 130 A. 676, 677 (Del. Super. Ct. 1925)
- Wilmington Savings Fund Society, F.S.B. v. Pearce, 2026 WL 226712, at *6 (Del. Super. Ct. Jan. 28, 2026)
- Anderson v. Tingle, 2011 WL 3654531, at *2 (Del. Super. Ct. Aug. 15, 2011)
- Draper v. Medical Center of Delaware, 767 A.2d 796, 799 (Del. 2001)
- Damiani v. Gill, 2015 WL 4351507, at *1 (Del. July 15, 2015)
- Sloan v. Segal, 2008 WL 81513, at *7 (Del. Ch. Jan. 3, 2008)
- Alston v. State, 2002 WL 184247, at *1 (Del. Super. Ct. Jan. 28, 2002)
- Gibbs v. Fairbanks Capital Corp., C.A., 2006 WL 3377925, at *2 (Del. Super. Ct. Nov. 20, 2006)
- Deutsche Bank National Trust Co. v. Goldfeder, 2014 WL 644442, at *2 (Del. Feb. 14, 2014)
- Tigani on Behalf of Irrevocable Trust for Benefit of Tigani v. Director, 2020 WL 5237278, at *2 (Del. Super. Ct. Sept. 2, 2020)

INSTRUCTIONS FOR AN AI ASSISTANT