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**Re: *Randall Stickney v. Jeffrey B. Goldstein,
Tony Domino and A.M. Domino, Jr. Salvage Co.*
Civil Action No. 1997-10-011; Letter-Opinion
Domino's Motion for Reargument**

Dear Counsel:

The Court has addressed by separate letter-opinion Jeffrey B. Goldstein's Motion for Reargument. A.R. Domino, Jr. Salvage Company has filed a Motion for Reargument pursuant to Rule 59(e) with the Court. Mr. Shachtman, on behalf of his client Randall Stickney, has filed a response. This is the Court's Letter-Opinion.

The law is well settled that a Motion for Reargument is the proper device for seeking reconsideration by the trial court of its findings of fact, conclusions of law or judgment after a bench trial. *See, Hessler, Inc. v. Farrell*, Del. Supr., 260 A.2d 701 (1969). A Rule 59(e) Motion is within the sound direction of the Court. *Brown v. Weiler*, Del. Supr., 719 A.2d 489 (1998).

Domino argues first that the Court did not address its argument raised in post-trial briefing that a sale of goods took place between Jeffrey B. Goldstein and A.R. Domino, Jr. Salvage Company. *See, 6 Del. C. § 2-102; Article 2 of the Uniform Commercial Code.* The Court notes that this issue was not raised in the Pretrial Stipulation or pleadings. No factual testimony exists in the trial record that Domino or

Goldstein to support the position that a sale of goods occurred between Goldstein and A.M. Domino, Jr. Salvage Company. In fact, A.R. Domino, Jr. Salvage Company requested a hold harmless indemnification agreement with Goldstein which did not contain any such reference to a sale of goods. In paragraph 4 of the parties' June 27, 2000 Pre-Trial Stipulation, under "Brief Summary of What Each Defendant Will Prove," Domino made no mention of the U.C.C. or a sale of goods between Goldstein. As Mr. Shachtman has pointed out in his response, Goldstein represented that the salvaged auto parts and motor vehicles belonged to a prior tenant who had abandoned the same. As to this issue, the Motion for Reargument is therefore DENIED.

Second, Domino points out a typographical error in the Court's Final Opinion and Order. The Court hereby corrects page 2 of the Court's Opinion to reflect compensatory damages in the amount of Twenty-Nine Thousand Two Hundred Ten Dollars (\$29,210.00) plus costs as set forth in computation outlined in the body of the Opinion and the Order attached thereto.

IT IS SO ORDERED this 8th day of April, 2002.

John K. Welch
Associate Judge

