

IN THE COURT OF COMMON PLEAS IN THE STATE OF DELAWARE
IN AND FOR KENT COUNTY

JAMES R. WILLIAMS)
) C.A. No. 03-07-0053
 Plaintiff)
)
 v.)
)
 LORI A. NAGYISKI,)
)
 Defendant)

Submitted: December 29, 2003
Decided: January 15, 2004

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Dover, Delaware 19901
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DECISION ON MOTION FOR REARGUMENT
PURSUANT TO CIVIL RULE 59(e)

The matter before the Court is the Plaintiff's motion for reargument pursuant to Rule 59(e) of the *Civil Rules Governing the Court of Common Pleas*. In his motion, the Plaintiff requests that the Court vacate its dismissal of his civil action without prejudice for lack of subject matter jurisdiction. I find that the Plaintiff's application to reopen the present matter is without merit and must be denied as the Court of Common Pleas fails to have subject matter jurisdiction for his claims.

FACTS

The Plaintiff filed an action against the Defendant on July 8, 2003, seeking damages for breach of contract and fraud based on an agreement for child support. On or about September 24, 2003, the Plaintiff filed a motion for default judgment against the Defendant, which motion was heard on October 3, 2003. During the hearing for the motion, an issue arose as to whether the Court of Common Pleas has subject matter jurisdiction over the claims being asserted by the Plaintiff. By correspondence dated October 8, 2003, the Court dismissed the Plaintiff's action without prejudice for lack of subject matter jurisdiction. The Plaintiff has filed correspondence with the Court that I consider to be a motion for reargument pursuant to Rule 59(e) of the *Civil Rules Governing the Court of Common Pleas*. In his motion, the Plaintiff requests that the Court vacate its order of dismissal on the grounds that the Court made a mistake of relevant fact and, therefore, misapplied Delaware statute, when it dismissed his complaint.

At the hearing for the Plaintiff's motion for reargument, the parties stipulated to the following facts:

The Plaintiff and Defendant were involved in a relationship and had three children together. However, they were never married. When they terminated their relationship, the Defendant filed a child support action against the Plaintiff in the State of Delaware Family Court. The parties went to Family Court mediation for the child support matter, but, it was unsuccessful and they were unable to resolve the matter. Later, the Plaintiff and Defendant decided to enter into a private agreement ("Child Support Agreement") for

the child support at issue for an amount that was based on the Melson Formula calculations that were computed at their Family Court mediation.

The Defendant recently filed for a new child support order in Family Court and the Family Court has ordered new support. The Plaintiff alleges that during this process, he discovered income that the Defendant failed to report for the Melson Formula calculation that was the basis for their Child Support Agreement. Therefore, he filed the present action in the Court of Common Pleas seeking damages for breach of contract and fraud.

The Court originally dismissed this action without prejudice. It based its decision on a misunderstanding of the Plaintiff's factual allegations for this matter. This is the Court's decision on the Plaintiff's motion now that the relevant facts have been verified and stipulated by both parties.

DISCUSSION

In his motion for reargument pursuant to Rule 59(e) of the *Civil Rules Governing the Court of Common Pleas*, the Plaintiff contends that the Court misapplied Section 507 of Title 13 of the Delaware Code when it dismissed his complaint for the Court's failure to have subject matter jurisdiction. His contention with respect to the Court's application of Section 507 is correct. However, any application to reopen the present matter is without merit and must be denied as the Court of Common Pleas still fails to have subject matter jurisdiction for his claims for the reasons that follow.

Both the Delaware Court of Common Pleas and the Delaware Family Court are creatures of the Delaware Code with limited jurisdiction that is derived solely from statute. *Dobyns v. Dobyns*, Del. CCP, C.A. no. 03-05-0117, at 1, Trader, J. (September

30, 2003) (discussing the jurisdiction of the Delaware Court of Common Pleas); *Chambers v. Chambers*, 2002 WL 1940145 at *7 (Del. Fam. Ct.) *citing Villarroel v. Villarroel*, 562 A.2d 1180, 1182 (Del. 1989) (discussing Delaware Family Court jurisdiction). In its October 8, 2003, order dismissing the Plaintiff's complaint for lack of subject matter jurisdiction, this Court relied upon Section 507 of Title 13 as the dispositive statute for this matter. Section 507 provides that the Family Court has exclusive jurisdiction over the construction, reformation, enforcement and rescission of agreements made between "future spouses, spouses and former spouses" concerning the payment of child support. It also provides that the Family Court has jurisdiction to resolve any issues resulting from the construction, reformation, enforcement and rescission of those agreements.¹ The Court relied upon that statute with the understanding that the Plaintiff and Defendant are former spouses. From the stipulated record now before me, it appears that the Plaintiff and Defendant never had such a relationship. Therefore, the Court's reliance on Section 507 of Title 13 to establish subject matter jurisdiction was in error. However, there are other provisions of the Delaware Code that still lead to the conclusion that the Delaware Family Court has exclusive jurisdiction over the claims alleged in the Plaintiff's action.

¹ In pertinent part, Section 507 of Title 13 of the Delaware Code provides as follows:

(a) The Family Court of the State shall have exclusive original jurisdiction over all actions arising under this chapter. The Court shall have exclusive jurisdiction over the construction, reformation, enforcement and rescission of agreements made between future spouses, spouses and former spouses concerning the payment of support or alimony, the payment of child support or medical support, the division and distribution of marital property and marital debts and any other matters incident to a marriage, separation or divorce. The Court shall have jurisdiction to resolve any issues resulting from the construction, reformation, enforcement or rescission of an agreement. In this regard, the Court shall apply the statutory factors set forth in Chapters 5,6, and 15 of this title. The Court shall have and exercise all other jurisdiction and powers relating to support and separate maintenance actions heretofore possessed by the Chancellor or the Court of Chancery of the State.

“Certain contract claims, particularly those involving the obligation to pay child support, will nearly always be held to fall within a family court’s jurisdiction, even when the parties themselves attempt to expressly deprive the family court of jurisdiction.” James T. Tucker, Annotation, *Family Court Jurisdiction to Hear Contract Claims*, 46 A.L.R. 5th 735 (1997). Section 921(3) of Title 10 of the Delaware Code provides that Family Court has “exclusive original civil jurisdiction” in all proceedings in this State concerning any petitions or actions for “support of children.” Additionally, Section 925(15) of Title 10 of the Delaware Code states that “[i]n any civil action where jurisdiction is otherwise conferred upon the Family Court, it may enter such orders against any party to the action as the principles of equity appear to require.” “The Court of Chancery has held that by virtue of the legislative policy stated in 10 Del. C. Section 902 and the jurisdictional provisions of 10 Del. C. Sections 921 and 925, exclusive jurisdiction is vested in the Family Court with respect to matters involving support . . . including rights created by contractual agreement.”² *Wilderman v. Wilderman*, 330 A.2d 149, 151 (Del. Super. 1974), *citing Wife, S. v. Husband, S.*, 295 A.2d 768 (Del. Ch. 1972). Furthermore, “[b]y virtue of [10 Del. C. 925(15)], the Court of Chancery has held that the civil jurisdiction in the matters of support now vested in the Family Court is of such breadth that the Court may exercise all of the jurisdictional powers which

² The language of Section 902 of Title 10 is as follows:

(a) In the firm belief that compliance with the law by the individual and preservation of the family as a unit are fundamental to the maintenance of a stable, democratic society, the General Assembly intends by enactment of this chapter that 1 court shall have original statewide civil and criminal jurisdiction over family and child matters and offenses as set forth herein. The court shall endeavor to provide for each person coming under its jurisdiction such control, care, and treatment as will best serve the interests of the public, the family, and the offender, to the end that the home will, if possible, remain unbroken and the family members will recognize and discharge their legal and moral responsibilities to the public and to one another.

(b) This chapter shall be liberally construed that these purposes may be realized. (10 Del. C. 1953, §902; 58 Del. Laws, c. 114 §1.)

historically existed in the Court of Chancery.” *Id.* at 150, *citing Wife, P. v. Husband, P.*, 287 A.2d 409 (Del. Ch. 1972). This interpretation of Delaware law with respect to this issue is also supported by the last sentence of Section 507(a) of Title 13 of the Delaware Code which provides that Family Court “shall have and exercise all other jurisdiction and powers relating to support and separate maintenance actions heretofore possessed by the Chancellor or the Court of Chancery of the State.”

Applying Delaware statute and case law to the present matter, along with the policy considerations discussed by the Delaware Superior Court in *Wilderman*, I conclude that the Court of Common Pleas does not have subject matter jurisdiction over the Plaintiff’s present action. The Plaintiff’s action must be considered one for the support of children within the meaning of Section 921(3) of Title 10 of the Delaware Code and, as such, Family Court has “exclusive original civil jurisdiction”. Additionally, the Plaintiff’s breach of contract and fraud claims arise out of Melson Formula calculations that were computed as part of a Family Court mediation. Any consideration of the Plaintiff’s claims will undoubtedly involve new Melson Formula calculations given a new set of information. Family Court is obviously the most appropriate forum to hear such claims. It is the court that created the Melson Formula, applies the Melson Formula and best understands it.

My conclusion concerning subject matter jurisdiction over the Plaintiff’s claims applies to the Plaintiff’s fraud claim as well as his breach of contract claim. The Plaintiff contends that even if the Family Court has jurisdiction over his breach of contract claim, it would not have jurisdiction over the fraud claim. However, since the Delaware Family Court can exercise all the jurisdictional powers which historically existed in the Court of

Chancery with respect to matters of child support, it has jurisdiction to consider any fraud claims concerning child support also. Based on my conclusions, as explained above, the Plaintiff's motion for reargument pursuant to Rule 59(e) of the *Civil Rules Governing the Court of Common Pleas* is denied and his complaint is dismissed without prejudice.

CONCLUSION

As a result of the Court's finding of fact, which is based upon the stipulated record, and the Court's above-referenced conclusions of law, the Plaintiff's motion for reargument pursuant to Rule 59(e) of the *Civil Rules Governing the Court of Common Pleas* is denied and his complaint is dismissed without prejudice for lack of subject matter jurisdiction.

IT IS SO ORDERED THIS 15TH DAY OF JANUARY, 2004.

CHARLES W. WELCH
JUDGE