

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE  
IN AND FOR NEW CASTLE COUNTY

GLORIA A. BRYANT, personal )  
representative of the Estate of )  
FELICIA C. ALSTON, )  
 )  
Plaintiff, ) C.A. No. 05C-05-042 MMJ  
 )  
v. )  
 )  
PROGRESSIVE NORTHERN )  
INSURANCE COMPANY and )  
MICAH T. GALLAGHER, )  
 )  
Defendants.

Submitted: August 14, 2008  
Decided: September 16, 2008

On Defendant Progressive Northern Insurance Company's  
Motion for Reargument

**DENIED**

**ORDER**

Joseph J. Rhoades, Esquire, A. Dales Bowers, Esquire, Wilmington, DE,  
Attorneys for Plaintiff

Michael I. Silverman, Esquire, Silverman, McDonald & Friedman, Wilmington,  
DE, Attorneys for Defendant Progressive Northern Insurance Company

**JOHNSTON, J.**

1. On July 28, 2008, following oral argument, the Court issued an Opinion denying Defendant Progressive Northern Insurance Company's Motion for Summary Judgment and deciding various pre-trial motions. The Court found that the vehicle was uninsured, plaintiff's injuries arose out of the use of the uninsured vehicle, plaintiff was occupying the uninsured vehicle at the time of injury, and the carjacker's criminal conduct did not break the causal link between the use of the vehicle and injury.

2. Plaintiff filed a Motion for Reargument Pursuant to Superior Court Civil Rule 59(e). Defendant argues that the Court erred in finding that the vehicle was not uninsured at the time of the accident, pursuant to the terms and conditions of defendant's policy.

3. The purpose of reargument is to permit reconsideration of findings of fact, conclusions of law, or judgment of law.<sup>1</sup> Reargument usually will be denied unless the moving party demonstrates that the Court overlooked a precedent or legal principle that would have a controlling effect, or that it has misapprehended the law or the facts in a manner affecting the outcome of the decision. "A motion

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<sup>1</sup>*Hessler, Inc. v. Farrell*, 260 A.2d 701, 702 (Del.1969).

for reargument should not be used merely to rehash the arguments already decided by the court.”<sup>2</sup>

4. Defendant’s contentions on reargument were fully considered and rejected by the Court in its Opinion denying summary judgment. Defendant has failed to demonstrate that the Court overlooked a precedent or legal principle that would have a controlling effect, or that it misapprehended the law or the facts in a manner affecting the outcome of the decision.

**THEREFORE**, Defendant Progressive Northern Insurance Company’s Motion for Reargument is hereby **DENIED**.

**IT IS SO ORDERED.**

/s/ *Mary M Johnston*

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The Honorable Mary M. Johnston

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<sup>2</sup>*Wilmington Trust Co. v. Nix*, 2002 WL 356371 (Del. Super.); *Whitsett v. Capital School District*, Del. Super., C.A. No. 97C-04-032, Vaughn, J. (Jan. 28, 1999); *Monsanto Co. v. Aetna Casualty & Surety Co.*, Del. Super., C.A. No. 88-JA-118, Ridgeley, P.J. (Jan. 14, 1994).