

SUPERIOR COURT  
OF THE  
STATE OF DELAWARE

RICHARD R. COOCH  
*RESIDENT JUDGE*

NEW CASTLE COURT COURTHOUSE  
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**RE: Masonic Home of Delaware, Inc. v. Certain Underwriters at Lloyd's  
London, C.A. No. N12C-08-184 RRC**

Submitted: June 5, 2013  
Decided: June 14, 2013

On Plaintiff's Motion for Reargument.  
**DENIED.**

Dear Counsel:

On May 22, 2013, the Court granted Defendant Certain Underwriters at Lloyd's London's motion to dismiss under Superior Court Civil Rule 12(b)(6).<sup>1</sup> Plaintiff Masonic Home of Delaware, Inc. has asked the Court to hear reargument

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<sup>1</sup> *Masonic Home of Delaware, Inc. v. Certain Underwriters at Lloyd's London*, C.A. No. N11C-11-063 RRC (Del. Super. May 22, 2013).

on the motion under Superior Court Civil Rule 59(e).<sup>2</sup> The Court will not grant a motion for reargument unless the Court

1. overlooked a controlling precedent or legal rule, or
2. misapprehended the law or the facts in a way that changed the decision's outcome.<sup>3</sup>

A motion for reargument allows the Court to reexamine the facts in the record or the law as it applies to those facts.<sup>4</sup> But a motion for reargument is not a chance for any party to rehash an argument that the Court considered before.<sup>5</sup>

The Court neither overlooked a controlling precedent or legal rule nor misapprehended the law or the facts. The Court did not miss anything relevant.<sup>6</sup> The Motion is **DENIED**.<sup>7</sup>

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<sup>2</sup> Pl.'s Mot.

<sup>3</sup> *Monsanto Co. v. Aetna Cas. & Sur. Co.*, 1994 WL 46726, at \*2 (Del. Super. Jan. 14, 1994) (quoting *Wilshire Rest. Group, Inc. v. Ramada, Inc.*, 1990 WL 237093, at \*1 (Del. Ch. Dec. 19, 1990)), *aff'd*, 653 A.2d 305 (Del. 1994).

<sup>4</sup> *Merendino v. Kupcha*, 2002 WL 32067546, at \*3 (Del. Super. Dec. 30, 2002) (quoting *Miles, Inc. v. Cookson Am., Inc.*, 677 A.2d 505, 506 (Del. Ch. 1995)).

<sup>5</sup> *Anderson v. Airco, Inc.*, 2004 WL 2827887, at \*1 (Del. Super. Nov. 30, 2004) (quoting *McElroy v. Shell Petroleum, Inc.*, 618 A.2d 91, 1992 WL 397468, at \*1 (Del. Nov. 24, 1992)).

<sup>6</sup> *See Id.* (“On a motion for reargument the only issue is whether the court overlooked something that would have changed the outcome of the underlying decision.” (citing *Stepak v. Tracinda Corp.*, 1989 WL 110535, at \*1 (Del. Ch. Aug. 31, 1989))).

<sup>7</sup> Underwriters state in their opposition to the Motion that the Court's ruling did not leave Masonic Home “bare” because “[t]he contract between [it] and Unidine [Corporation] . . . specifically requires Unidine to indemnify . . . Masonic Home for claims brought by any of Unidine's employees.” Def.'s Opp'n 3. However, the Court notes that, in a pending motion for summary judgment in the underlying case, Unidine has alleged that it need not indemnify Masonic Home against the claim that Masonic Home's negligence harmed Abdelhak Moumen, Unidine's employee. Third-Party Def.'s Mot for Summ. J., *Moumen v. Masonic Home of Delaware, Inc.*, C.A. No. N11C-11-063 (Del. Super. Apr. 16, 2013).

**IT IS SO ORDERED.**

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Richard R. Cooch, R.J.

**cc:** Prothonotary