

PHILIP ARCORIA, :

_____ **Plaintiff,** :

v. :

RCC ASSOCIATES, INC., 3745 :

HOLDINGS, LLC, DOES 1 THROUGH :

20 INCLUSIVE, :

Defendants. :

C.A. No: K13L-06-058 RBY

Decided: April 9, 2014

*Upon Consideration of
Defendant RCC Associates, Inc.'s Motion for Reconsideration*
GRANTED

Philip Arcoria, *Pro se*.

Richard L. Abbott, Esquire, Abbott Law Firm, Hockessin, Delaware for Defendant
3745 Holdings, LLC.

Young, J.

Arcoria v. RCC Associates, Inc., et. al.

C.A. No.: K13L-06-058 RBY

April 9, 2014

In its Motion for Reargument, Defendant 3745 Holdings, LLC asserts that the issue of Plaintiff's failure to comply with 25 *Del. Code* § 2722 was not addressed by the Court. As Plaintiff noted in his response to the original Motion, paragraph 7 of his Complaint alleges that the labor in question was provided by virtue of written contracts with Defendant RCC. That allegation is sufficient to satisfy the pleading requirements, at least at this early stage of procedures, of 25 *Del. Code* § 2722 as described in *King Constr., Inc. v. Plaza Four Realty, LLC*, 976 A.2d 145 (Del. 2009). Accordingly, Defendant 3745 Holdings' Motion is **DENIED**.

In its Motion for Reconsideration, Defendant RCC Associates, Inc., has stressed that the venue issue relative to this matter is subject to the specific contract terminology relevant herein determining that Florida is the "sale and exclusive venue and jurisdiction for all suits," now referencing *RWI Acquisition, LLC v. Todd*, 2012 WL 1955279 (Del. Ch.). Plaintiff has not responded to Defendant RCC's Motion. Following the reasoning set forth therein, the Court finds the Motion of Defendant RCC to be well taken.

Accordingly, on the basis of improper forum, this Court is precluded from entertaining Plaintiff's Counts II through V. Thus, on that basis and for those purposes, Defendant RCC's Motion is **GRANTED**.

IT IS SO ORDERED.

/s/ Robert B. Young

J.

RBY/lmc

oc: Prothonotary

cc: Counsel

Mr. Arcoria, *Pro se*

Opinion Distribution

File