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March 22, 2012

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Re: *Visbal Salgado v. Mobile Services International, LLC, et al.*
C.A. No. 5268-VCN
Date Submitted: February 29, 2012

Dear Counsel:

Plaintiff has moved to modify the Court's order of February 21, 2012, and for partial reargument. The Court imposed discovery sanctions in the amount of \$21,545.04, payable to defray the unnecessary costs incurred by the Defendants as the result of Plaintiff's conduct.

The Plaintiff does not now challenge the amount awarded.

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The Court's order attempted to accommodate the Plaintiff's ability to pay by setting a payment schedule. By the motion, the Plaintiff seeks a somewhat more lenient schedule.

The discovery sanction, in the Court's view, was commensurate with the conduct. It was not, however, the Court's intent to thwart the Plaintiff's ability to pursue this action. Plaintiff has now demonstrated that the order, as entered, would seriously impair, if not defeat, that ability.

The Court will revise the payment schedule in accordance with Plaintiff's proposal.

This application does not fit conveniently within either Court of Chancery Rule 59 or Court of Chancery Rule 60. It suffices that reargument is appropriate because of the Court's misapprehension of material fact. *See In re ML/EQ Real Est. P'ship Litig.*, 2000 WL 364188, at *1 (Del. Ch. Mar. 22, 2000). The Court, one supposes, may be viewed as having misapprehended the facts associated with the Plaintiff's ability to pay. For this reason, the motion for reargument is granted and the Court will modify the payment schedule.

An order revising the payment schedule will be entered.

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One final note may be appropriate. Only the payment schedule is modified. Plaintiff's obligation to pay interest if his scheduled payments are not timely made is not affected.

Very truly yours,

/s/ John W. Noble

JWN/cap

cc: Register in Chancery-K