

**IN THE COURT OF COMMON PLEAS OF THE STATE OF DELAWARE
IN AND FOR SUSSEX COUNTY**

CONNIE MOHN AND)
CAROLE FERGUSON,)

Plaintiffs,)

v.)

CAROL GOERTZEL,)
CHARLENE FLANAGAN, AND)
MYRO CORPORATION, INC.)
D/B/A AMERISPEC HOME)
INSPECTION SERVICE)
Defendants.)

C.A. No. CPU6-17-000856

Submitted April 3, 2019
Decided May 23, 2019

Dean A. Campbell, Esq. for Plaintiffs

Loren R. Barron, Esq. for Defendant Myro Corporation Inc. d/b/a AmeriSpec Home Inspection Service

DECISION ON MOTION FOR REARGUMENT

On January 17, 2019, co-Defendant Myro Corporation d/b/a AmeriSpec Home Inspection Service (“AmeriSpec”) appealed the Commissioner’s Recommendation to deny its Motion for Judgment on the Pleadings. On March 20, 2019 the Court rejected the Commissioner’s Recommendation, and granted AmeriSpec’s Motion for Judgment on the Pleadings as to it. On March 26, 2019, Plaintiffs filed a Motion for Reargument and to Amend the Judgment.

The Court has considered the arguments raised by Plaintiffs, and AmeriSpec’s response thereto, and finds Plaintiffs’ arguments without merit. In a review of a Commissioner’s case dispositive recommendation, the Court is not limited to reconsideration of the basis of the Commissioner’s recommendation and the party’s objections thereto; it can reconsider the matter before the Court and issue its own decision

de novo.¹ Further, just as a mandatory arbitration clause in a contract may require dismissal of an action, a contractual period of limitations may as well,² and a Court may *sua sponte* raise and address the issue.³ Finally, as to the Court's finding and holding that both Plaintiffs are bound by the written agreement with AmeriSpec, Plaintiffs' motion fails to satisfy the requirements of the Court's Civil Rule 59.⁴

For the reasons stated above, Plaintiff's Motion for Reargument and Motion to Amend Judgment is **DENIED**.

IT IS SO ORDERED this ____ day of May, 2019.

Kenneth S. Clark, Jr.
Judge

¹ Ct. Com. Pl. Civ. R. 112(A)(4).

² See, *Woodward v. Farm Family Cas. Ins. Co.*, 796 A.2d 638, 643 (Del. 2002).

³ See, *Gunn v. McKenna*, 116 A.3d 419, 421 (Del. 2015) (citing *Chavin v. H.H. Rosin & Co.*, 246 A.2d 921, 922 (Del. 1968)).

⁴ See, *Kostyshyn v. Comm'rs of Town of Bellefonte*, 2007 WL 1241875 at *1 (Del. Super. April 27, 2007); *Shahin v. Sam's Club East & Synchrony Bank*, 2018 WL 3088731 at *2 (Del. Super. June 20, 2018).