

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

C&C DRYWALL CONTRACTOR, INC., a)	
Delaware corporation,)	
)	
Plaintiff,)	
)	
v.)	C.A. No. N11C-05-064 ALR
)	
FRANK ROBINO COMPANIES, LLC,)	
ROBINO BELL-AYRE, LLC,)	
ROBINO-CANNON MILL II, LLC,)	
ROBINO-CONGRESSIONAL VILLAGE, LLC,)	
EQUITY CONTRACTING, LLC, ROBINO-)	
WYNNEFIELD, LLC, ROBINO-)	
WYNNEFIELD II, LLC, ROBINO-WALLS)	
FAIRWAY, LLC,)	
)	
Defendants.)	

Submitted: November 14, 2013
Decided: November 15, 2013

**Upon Defendant’s Motion for Summary Judgment
GRANTED in part and DENIED in part**

Summary judgment may be granted only where the moving can “show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.”¹ The moving party bears the initial burden of proof, and once that is met, the burden shifts to the non-moving party to show that a material issue of fact exists.² In reviewing the

¹ Super. Ct. R. Civ. P. 56.

² *Moore v. Sizemore*, 405 A.2d 679, 680-81 (Del. 1979).

facts at the motion for summary judgment phase, the Court must view the facts “in the light most favorable to the non-moving party.”³

Defendant Pond’s Edge Associates has presented a Motion for Summary Judgment and it is opposed by Plaintiff C&C Drywall Contractor, Inc. The Court has reviewed the written submissions and heard oral argument.

With respect to Count XX (Quantum Meruit) and Count XXI (violation of 6 *Del. C.* § 3506), Plaintiff concedes that judgment should enter. Accordingly, on those counts, judgment shall enter in favor of Defendant and against Plaintiff.

With respect to Count XIX (Breach of Contract), there are genuine issues of fact in dispute. Viewing the facts presented in the light most favorable to C&C Drywall Contractor, Inc., the non-moving party, there are genuine issues of fact in dispute. Specifically, it is disputed (1) whether Michael Sortini had actual authority on behalf of Pond’s Edge and (2) whether Michael Sortini had apparent authority on behalf of Pond’s Edge. Accordingly, summary judgment is inappropriate on the record before the Court.

³*Brzoska v. Olson*, 668 A.2d 1355, 1364 (Del. 1995).

NOW, THEREFORE, the Motion for Summary Judgment filed by Defendant Pond's Edge Associates is hereby GRANTED in part and DENIED in part. Judgment shall enter in favor of Defendant Pond's Edge Associates and against Plaintiff on Count XX (Quantum Meruit) and Count XXI (violation of 6 Del. C. § 3506). Trial shall proceed with respect to the only remaining dispute in the matter: Count XIX (Breach of Contract).

IT IS SO ORDERED this 15th day of November, 2013.

Andrea L. Rocanelli

The Honorable Andrea L. Rocanelli