IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

FORD MOTOR COMPANY,	)	
	)	
Plaintiff/Counterclaim Defendant,	)	
	)	
v.	)	C.A. No. N23C-06-237 PRW CCLD
	)	
EARTHBOUND LLC,	)	
	)	
Defendant/Counterclaim Plaintiff.	)	

Upon Earthbound's
Motion for Reargument,
DENIED.

Submitted: June 22, 2026
Decided: August 13, 2026
Issued: August 19, 2026*

ORDER

HAVING FULLY CONSIDERED Earthbound's Motion for Reargument (D.I. 95) of the Court's Letter Decision and Order (D.I. 92); Ford's response thereto (D.I. 97); the authorities cited; and the entire record developed thus far, it appears to the Court that:

(1) A motion for reargument under Superior Court Civil Rule 59(e) permits a trial court to reconsider its findings of fact, conclusions of law, or judgment.[1] But

* This decision is issued after providing the parties an opportunity to request redaction of certain confidential information and with the Court's own necessary corrections. D.I. 100 and 102.

[1] Super. Ct. Civ. R. 59(e); s*ee Nicholson v. Sullivan,* 1993 WL 542297, at *1 (Del. Dec. 6, 1993) ("A motion for reargument is the proper device for seeking reconsideration of the findings of fact and conclusions of law of the Superior Court.").

the motion will be denied unless the Court has overlooked precedent or legal principles that would have controlling effect, or misapprehended the law or the facts such as would affect the outcome of the decision.[2] Motions for reargument should not be used merely to rehash the arguments already decided by the court,[3] nor is it "the appropriate tool to raise a new argument."[4] Upon its own examination of a Rule 59(e) application, the Court "will determine from the motion and answer whether reargument [or reconsideration] will be granted."[5]

(2) Earthbound has not carried that burden here. The Court neither overlooked controlling precedent nor misapprehended the law or the facts in a manner that would alter its June 8, 2026 decision granting Ford summary judgment on its unjust enrichment claim.[6]

(3) In that decision, the Court addressed the $[redacted] in royalties that Earthbound admitted it received from Ford's brand licensees after the Worldwide Representation Agreement ("WRA") terminated on February 8, 2022.[7] The

---

2 *Bowen v. E.I. duPont de Nemours & Co., Inc.*, 879 A.2d 920, 921 (Del. 2005) ("The purpose of all Rule 59 motions is to provide the trial court with an opportunity to reconsider a matter and to correct any alleged legal or factual errors prior to an appeal."); *Woodward v. Farm Family Cas. Ins. Co.*, 2001 WL 1456865, at *1 (Del. Super. Ct. Aug. 24, 2001).

3 *Monzo v. Nationwide Prop. & Cas. Ins. Co.*, 249 A.3d 106, 130 (Del. 2021).

4 *Bertola v. Fisher-Price, Inc.*, 336 A.3d 1288, 1289 (Del. Super. Ct. 2025); *Aranda v. Philip Morris USA Inc.*, 183 A.3d 1245, 1255 (Del. 2018).

5 Super. Ct. Civ. R. 59(e).

6 Mot. for Summ. J. Letter Op., June 8, 2026 (D.I. 92) ["Letter Op."].

7 Letter Op. 5, 29. Ford sought, and the Court awarded, the full $[redacted]. *Compare* Ford's Mot. for Summ. Judgment Opening Br. 3, 17, 29, 30 n.6 (D.I. 75) *with* Letter Op. 41. Earthbound

undisputed record established that those funds were received after termination and were not remitted to Ford.[8] The Court concluded that the WRA and its amendments contained no provision authorizing Earthbound to retain Ford's royalties after the WRA expired and that Earthbound's asserted entitlement to Tail Compensation did not supply a legal justification for retaining those post-termination payments.[9]

(4) Earthbound now advances a different theory.[10] It says that some portion of the $[redacted] received after February 8, 2022, consisted of royalties that had been "earned" before termination and, consequently, that Earthbound had already earned contractual compensation attributable to those royalties.[11] According to Earthbound, the unjust enrichment judgment therefore should be reduced by the amount of that compensation.[12]

(5) That argument was not presented in Earthbound's opposition to Ford's

---

argues, in this Motion, that Ford effectively concedes that some amount is owed, even if the parties dispute the precise amount. Earthbound's Motion for Reargument 2. Ford denies making any such concession in its Response. Ford's Resp. 1. In fact, Ford's briefing on its motion for summary judgment sought recovery of the full amount at issue without any qualification, and Earthbound never advanced its current theory in its answering brief. Ford's Mot. for Summ. Judgment Opening Br. 3, 17, 29, 30 n.6; *see generally* Earthbound's Answering Brief.

[8] Letter Op. 29.

[9] *Id*. at 28–31.

[10] *Compare* Earthbound's Motion for Reargument (D.I. 95) *with* Earthbound's Answering Brief (D.I. 77).

[11] Earthbound's Motion for Reargument 2. Put more simply, Earthbound now seeks a reduction in Ford's net recovery because Earthbound says it had already earned contractual compensation against some pre-termination royalties.

[12] *Id*. at 2–4.

motion for summary judgment.[13] Nor does Earthbound identify any filing in which that postulation was raised previously.[14] When Ford sought summary judgment for $[redacted] on its unjust enrichment claim, Earthbound didn't contend that the requested judgment had to be reduced because some identifiable portion of those post-termination receipts represented royalties earned before February 8, 2022.[15] Earthbound instead defended its retention of the funds principally on the ground that Ford owed it Tail Compensation.[16]

---

13 *Compare id. with* Earthbound's Answering Brief.

14 *See generally* Earthbound LLC's Motion for Reargument.

15 Earthbound LLC's Answering Brief 37–40.

16 *Id*. at 37–40; Letter Op. 28–31. At the summary judgment stage, Earthbound argued:

> Ford's unjust enrichment claim is that Earthbound kept royalties that were mistakenly sent to Earthbound after the Agreement terminated. One of the elements of an unjust enrichment claim is the absence of justification.
>
> As explained above, there is plenty of evidence in the record to justify Earthbound's conduct. Ford owed Earthbound money, in the form of Tail Compensation. Ford told Earthbound that the money had been sent. Earthbound did not receive it, and every time Earthbound inquired, Ford just continued to insist that the payment had been "processed." Earthbound was certainly justified waiting until that payment was made before sending Ford the portion Ford claimed. Indeed, Earthbound offered to send Ford the undisputed amount, but Ford rejected that offer.
>
> At the very least, there are material facts in dispute as to whether Earthbound's retention of the royalties was justified. . .

Earthbound LLC's Answering Brief 38. Of course, Earthbound may continue to pursue any damages it alleged in its counterclaims. But in its Letter Opinion, the Court rejected Earthbound's asserted justification for retaining the $[redacted] that was the result of receiving payment after the WRA had expired. Letter Op. 29 ("Once received, Earthbound held the funds in light of its broader disagreements with Ford, including its position that Ford owed it Tail Compensation and other amounts under the Agreement. Earthbound's explanation, however, doesn't provide a legal justification for its current retention of the funds.") (cleaned up). Indeed, both parties have framed this as a dispute over Earthbound's decision to retain Ford's royalties because Earthbound believed Ford owed it money under the WRA. That was Earthbound's position at summary judgment: Ford

(6) Rule 59(e) does not provide a second opportunity to supply an argument that could have been presented before the Court decided summary judgment.[17] A claimed "misapprehension" cannot be predicated on a theory that the movant did not timely place before the Court.[18]

(7) Even still, Earthbound's Motion is lacking in legal authority supporting its asserted right to retain any portion of the post-termination royalties.[19] Earthbound cites no case, contractual provision, or other legal principle establishing that an alleged entitlement to compensation permitted it to withhold Ford's royalty

---

had not paid what it owed, so Earthbound was justified in keeping the post-termination payments. What Earthbound did not argue was that any portion of those payments represented compensation it had already earned. Nor did Earthbound identify any provision of the WRA supporting that position. And it still has not.

[17] *Blevins v. Metzgar*, 2017 WL 2709748, at *1 (Del. Super. Ct. June 22, 2017); *Bd. of Managers of the Delaware Criminal Justice Info. Sys. v. Gannett Co.*, 2003 WL 1579170, at *1 (Del. Super. Ct. Jan. 17, 2003) ("A motion for reargument is not a device for raising new arguments or stringing out the length of time for making an argument."); *Boyle v. Christina Sch. Dist. Bd. of Educ.*, 2009 WL 5192288, at *1 (Del. Super. Ct. Dec. 17, 2009); *Plummer v. Sherman*, 2004 WL 63414, at *2 (Del. Super. Ct. Jan. 14, 2004).

[18] *Tilghman v. Delaware State Univ.*, 2012 WL 5551233, at *1 (Del. Super. Ct. Oct. 16, 2012) (quoting *Plummer*, 2004 WL 63414, at *2) ("Motions for reargument should not be used merely to rehash the arguments already decided by the court, or to present new arguments not previously raised. Such tactics frustrate the efficient use of judicial resources, place the opposing party in an unfair position, and stymie 'the orderly process of reaching closure on the issues.'").

[19] *See generally* Earthbound's Motion for Reargument. Earthbound includes only five citations: (1) the Court finding Ford entitled to summary judgment as to its unjust enrichment claim ("Letter Dec. at p. 28"); (2) the Court reiterating that decision ("[Letter Dec.] at p. 40"); (3) the Court citing to Earthbound's Interrogatory Answer admitting it received $[redacted] from Ford's brand licensees after February 8, 2022 ("Letter Decision at p. 6 n. 23"); (4) Ford, in its motion for summary judgment, stating there was no genuine dispute regarding compensation of royalties earned prior to February 8, 2022 ("Ford Op. Br. in Support of Summ. J. at p 27"); and (5) the legal standard for reargument ("*River Valley Ingredients, LLC v. American Proteins, Inc.*, 2025 WL 3091078, at *1 (Del. Super. Ct. Nov. 5, 2025)").

payments after the WRA expired.[20] Earthbound identifies no prior argument or other evidence establishing—or raising a question of material fact as to—what royalties allegedly were earned before termination, when they were earned, or the amount by which the judgment supposedly should be reduced.[21] Instead, Earthbound asks the Court to reopen its judgment based on a *new* unsupported assertion that "some" unspecified portion of the post-termination receipts falls into that category.[22] That is not a basis for reargument.

(8) The June 8 decision addressed Earthbound's right to retain the royalty funds it received after termination. Upon the record and arguments presented there, the Court found no contractual provision authorizing or legal theory permitting Earthbound to possess or withhold those post-termination royalties once the WRA had ended. Nothing presented in Earthbound's reargument application demonstrates that the Court overlooked any contractual language or record evidence requiring a different conclusion.

(9) The Court therefore sees no basis under Rule 59(e) to disturb its prior ruling or to revise the award on Ford's unjust enrichment claim.

---

[20] *See generally* Earthbound LLC's Motion for Reargument.

[21] *See generally id*.

[22] *See generally id*.

Accordingly, **IT IS HEREBY ORDERED** that Earthbound's Motion for Reargument is **DENIED**.

SO ORDERED,

/s/ Paul R. Wallace

Paul R. Wallace, Judge