

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

LISA POUSSON,

Plaintiff,

v.

LIANNA D'ANDREA, SUN
COMMUNITIES, INC., AND BLUE
WATER HOSPITALITY
MANAGEMENT, LLC.

Defendants.

C.A. No: S23C-04-020 MHC

ORDER

Submitted: August 18, 2026

Decided: September 4, 2026

*Upon Consideration of Defendants', Lianna D'Andrea, Sun Communities, Inc.,
and Blue Water Hospitality and Management, LLC, Motions for Costs,*
PARTIALLY GRANTED.

Michael P. Minuti, Esquire, McCann, Dillon, Jaffe, & Lamb, Wilmington,
Delaware, *Attorney for Plaintiff.*

Daniel P. Bennett, Esquire, Marshall Dennehey, P.C., Wilmington, Delaware,
Attorney for Defendant Liana D'Andrea.

Onofrio de Gennaro, Esquire, Maron, Marvel, Bradley, Anderson & Tardy,
LLC, Wilmington, Delaware, *Attorney for Defendants Sun Communities,
Inc. and Blue Water Hospitality Management, LLC.*

CONNER, J.

Before the Court are two Motions for Costs pursuant to Superior Court Civil Rule 54. One Motion was filed by Defendants Sun Communities, Inc. (“Sun Communities”) and Blue Water Hospitality Management, LLC, (“Blue Water”)¹, and the other Motion was filed by Defendant Lianna D’Andrea² (collectively, “Defendants”). Upon consideration of the Motions, it appears to the Court that:

1. On July 28, 2026, a jury returned a verdict in favor of Defendants, awarding Lisa Pousson (“Plaintiff”) \$0 in damages, and finding that no party was negligent.³
2. On August 11, 2026, Defendants Sun Communities and Blue Water filed a Motion for Costs, seeking \$22,791.38.⁴
3. On August 22, 2026, Defendant D’Andrea filed a Corrected Motion for Costs, seeking \$5,162.23.⁵
4. On August 18, 2026, Plaintiff filed her Response in opposition to both Motions.
5. As the prevailing parties, Defendants are entitled to certain costs under 10 *Del. C.* § 5101 and Superior Court Civil Rule 54.
6. Superior Court Civil Rule 54(d) states:

¹ Defs.’ Sun Communities and Blue Water Mot. for Costs, D.I. 174.

² Def. Lianna D’Andrea’s Corrected Mot. for Costs, D.I. 175.

³ Verdict Form, D.I. 172.

⁴ Defs.’ Sun Communities and Blue Water Mot. for Costs, D.I. 174, at 1.

⁵ Def. Lianna D’Andrea’s Corrected Mot. for Costs, D.I. 175, at 2.

Except when express provision therefor[e] is made either in a statute or in these Rules or in the Rules of the Supreme Court, costs shall be allowed as of course to the prevailing party upon application to the Court within ten (10) days of the entry of final judgment unless the Court otherwise directs.⁶

7. Title 10 § 5101 of the Delaware Code states:

In a court of law, whether of original jurisdiction or of error, upon a voluntary or involuntary discontinuance or dismissal of the action, there shall be judgment for costs for the defendant. Generally a party for whom final judgment in any civil action, or on a writ of error upon a judgment is given in such action, shall recover, against the adverse party, costs of suit, to be awarded by the court.⁷

8. Defendants Sun Communities and Blue Water seek to recover the fees for the trial testimony of their experts, Scott Rushton, M.D., Jessica Smith M.S., D-ABFT-FT, and Terry Munoz.

9. Defendants Sun Communities and Blue Water also seek to recover filing fees from File & ServeXpress.

10. Lastly, Defendants Sun Communities and Blue Water seek to recover costs for the consultation fees, hotel, and travel for Magna Trialgraphix, the trial technology support service.

11. Defendant D'Andrea seeks to recover costs for experts Dr. Rushton and Ms. Smith.

12. Lastly, Defendant D'Andrea seeks to recover \$63.75 in Court costs.

⁶ Super. Ct. Civ. R. 54(d).

⁷ 10 *Del. C.* § 5101.

13. In her Response to Defendants' Motions for Costs, Plaintiff asks the Court to use its discretion to deny the requests for costs in the interest of justice and fairness.⁸
14. Plaintiff argues that the costs associated with Magna Trialgraphix should be denied. The trial consultant did not "significantly assist" in Defendants' presentation at trial, and the amount requested is unreasonable, excessive, and unsupported.⁹ Additionally, Defendants Sun Communities and Blue Water seek to recover costs for trial days during Plaintiff's case-in-chief, which Plaintiff argues, should not be recoverable.¹⁰
15. Additionally, Plaintiff argues that the amount requested for Manga Trialgraphix is unsupported. Defendants Sun Communities and Blue Water seek \$3,096.90 for hotel fees, which is unreasonable and excessive.¹¹ The invoice does not specify who, when, where, or how many rooms were reserved. It is also unclear whether the hotel charge includes weekends, or days when there was no trial. The invoice also lists \$463.45 in costs for "meals," but does not specify how many

⁸ Pl.'s Resp. to Defs.' Mot. for Costs, D.I. 176, at 2.

⁹ *Id.* at 3.

¹⁰ *Id.* at 3-4.

¹¹ *Id.* at 4.

meals.¹² The invoice also lists a charge of \$401.07 in “mileage,” but does not identify the rate or how many miles were traveled.¹³ Therefore, Plaintiff argues that the fees for Magna Trialgraphix are entirely too speculative.

16. Next, Plaintiff argues that Defendants Sun Communities and Blue Water provided no case law to support their request for File & ServeXpress filing fees.¹⁴ The charges for filing discovery, pleadings, etc. are not chargeable against Plaintiff.

17. Lastly, Plaintiff states that she has insufficient income to support the requested \$27,953.61 in costs. Plaintiff has documented medical treatment and is currently on fixed disability in New Jersey.¹⁵ For these reasons, Plaintiff asks the Court to deny both Motions for Costs.

Sun Communities and Blue Water’s Motion for Costs

18. First, Defendants Sun Communities and Blue Water seek to recover the fees associated with Dr. Rushton’s testimony.

¹² *Id.* at 5.

¹³ *Id.*

¹⁴ *Id.*

¹⁵ *Id.* at 6.

19. Costs for expert testimony is well-established as compensable, “so long as they are reasonable, which is a determination to be made by the Court.”¹⁶
20. When determining whether costs for expert testimony are reasonable, the Court should consider the following factors: (1) the background of the expert; (2) the rates charged by other experts in the same field and region; (3) the time and effort involved in testifying; and (4) the complexity of the matter.¹⁷
21. Plaintiff does not argue whether Dr. Rushton’s fees were reasonable, his background, the time and effort involved in testifying, or the complexity of the matter. After reviewing Dr. Rushton’s curriculum vitae, his invoice, and the Medico-Legal Affairs Committee’s guidelines for medical expert fees, the Court finds that Dr. Rushton’s fees for his video trial testimony are reasonable and recoverable as costs. Dr. Rushton charged \$4,775.00 for the video trial deposition, which was split between the Defendants.¹⁸ For these reasons, the Court

¹⁶ *Kuratle Contracting, Inc. v. Linden Green Condo., Ass’n*, 2014 WL 5391291, at *9 (Del. Super. Ct. 2014).

¹⁷ *Id.* (citing *Axelson v. Hartford Ins. Co. of the Midwest*, 2013 WL 1261757, at *2 (D.Nev. 2013)).

¹⁸ Defs.’ Sun Communities and Blue Water Mot. for Costs, D.I. 174, Ex. F.

awards Defendants Sun Communities and Blue Water \$2,387.50 for Dr. Rushton's video recorded testimony.

22. Next, Defendants Sun Communities and Blue Water also seek to recover the transcript fee for Dr. Rushton's video trial appearance.¹⁹
23. Under Superior Court Rule 54(f), "fees paid to obtain a transcript are only recoverable if the transcript is introduced into evidence."²⁰ However, in the case, *In re Bracket Holding Corp. Litigation*, the Court did not permit the prevailing party "[t]o recover fees for additional copies of such transcripts, sales tax, delivery costs, attendance fees, or other associated fees."²¹
24. During trial, Defendants played the video deposition of Dr. Rushton for the jury. Defense counsel asked the Court if the Court wanted a copy of the transcript, in which the Court responded affirmatively. The transcript was entered as a Court exhibit, and the video was played for the jury. In the invoice supplied by Defendants Sun Communities and Blue Water, the fee for the copy of the transcript is \$367.35, and the fee for the exhibits is \$17.10.²² In the invoice supplied by Defendant

¹⁹ Defs.' Sun Communities and Blue Water Mot. for Costs, D.I. 174, at 4.

²⁰ *Smith*, 2015 WL 1598084, at *2.

²¹ *In re Bracket Holding Corp. Litig.*, 2020 WL 764148, at *13 (Del. Super. Ct. 2020).

²² *Id.*

D’Andrea for the same deposition, the fee for the original transcript is \$335.75, and the fee for the exhibits is \$14.40.²³ The Court will exercise its discretion and award costs for the lower fee, which is \$335.75 for the original transcript and \$14.40 for the exhibits.

25. Both invoices list fees for “Deposition Insights AI-Enabled Summaries,” “E-Bundle/Lit Support Package,” and “Processing, Handling, and Archiving.”²⁴ The Court will not award costs for other associated fees.
26. Both of the Motions for Costs seek to recover the deposition transcript fee. The Court will not duplicate the award of costs for the transcript fee. Therefore, the Court awards Defendants Sun Communities and Blue Water \$175.08, which is half of the transcript fee for Dr. Rushton’s video deposition.
27. Next, Defendants Sun Communities and Blue Water seek to recover \$904.33, which is half of the costs for Ms. Smith’s live trial appearance fees and travel fees.²⁵

²³ Def. Lianna D’Andrea’s Corrected Mot. for Costs, D.I. 175, Ex. C.

²⁴ Defs.’ Sun Communities and Blue Water Mot. for Costs, D.I. 174, Ex. F.

²⁵ Defs.’ Sun Communities and Blue Water Mot. for Costs, D.I. 174, at 4.

28. Whether an expert's travel fees are compensable depends on whether the fees were incurred in relation to the expert's testimony at trial.²⁶
29. Plaintiff does not argue whether Ms. Smith's fees were reasonable, her background, the time and effort involved in testifying, or the complexity of the matter.
30. Based on a review of Ms. Smith's curriculum vitae and invoice, the Court finds that Ms. Smith's fees are reasonable and recoverable as costs. The total amount in fees for Ms. Smith is \$1,808.65.²⁷ However, Defendants split the cost of Ms. Smith's fees. Therefore, the Court awards Defendants Sun Communities and Blue Water \$904.33 in costs for Ms. Smith's expert fees.
31. Next, Defendants Sun Communities and Blue Water seek to recover costs for Mr. Munoz's trial appearance, hotel, and travel fees.²⁸ In the Motion, Defendants Sun Communities and Blue Water state that the total cost for Mr. Munoz's live trial appearance, hotel, and travel is \$6,553.13.²⁹ However, in Exhibit I of their Motion for Costs,

²⁶ *Id.* at *10.

²⁷ Defs.' Sun Communities and Blue Water Mot. for Costs, D.I. 174, Ex. G.

²⁸ Defs.' Sun Communities and Blue Water Mot. for Costs, D.I. 174, at 4.

²⁹ *Id.*

Defendants Sun Communities and Blue Water list the total fees for Mr. Munoz as \$3,882.20.³⁰

32. Plaintiff does not argue whether the rate for Mr. Munoz's testimony is reasonable, his background, the complexity of the matter, or the time and effort involved in testifying. As aforementioned, Delaware courts have held that travel expenses, including meals and lodging, are generally recoverable.³¹ Mr. Munoz's invoice lists fees for: (1) two travel days; (2) traveling to and from the courthouse, waiting to testify, and the live testimony; (3) airfare; (4) meals; (5) car rental; (6) gas for rental; (7) parking; and (8) mileage. The fees were incurred in relation to the expert's testimony at trial. Therefore, the Court awards Defendants Sun Communities and Blue Water costs for Mr. Munoz's travel expenses and fees associated with his testimony. Even though there is a discrepancy between the invoice, the arguments in the Motion, and Exhibit I of the Motion, the Court finds that the total recoverable cost for Mr. Munoz's testimony is \$6,553.13, which is the total listed in the Motion and the invoice.

³⁰ Defs.' Sun Communities and Blue Water Mot. for Costs, D.I. 174, Ex. I.

³¹ *Smith v. Greif*, 2015 WL 1598084, at *3 (Del. Super. Ct. 2015).

33. For these reasons, the Court awards Defendants Sun Communities and Blue Water \$6,553.13 in costs for Mr. Munoz’s expert expenses.
34. Next, Defendants Sun Communities and Blue Water seek to recover File & ServeXpress filing fees in the amount of \$985.05.³²
35. Plaintiff argues that Defendants have provided no case law to support the assertion that they are entitled to File & ServeXpress filing fees.
36. However, Delaware courts have held that “[f]iling and service costs are well-recognized as compensable.”³³ In the case, *Dewey Beach Lions Club v. Longacre*, the Court of Chancery found that because the Court requires all cases to be eFiled, the Lexis Nexis File & Serve fees should generally be recoverable as costs under Rule 54(d).³⁴ The Court separated the fees into two categories: “statutory filing fees” and other fees, such as “online service,” “postage and handling,” and “processing fees.”³⁵ The Court found that “[w]hile there may be some technical difference between those fees remitted to the Court of Chancery and those fees paid to LexisNexis for its services, both were necessarily incurred in prosecuting this action.”³⁶

³² Defs.’ Sun Communities and Blue Water Mot. for Costs, D.I. 174, at 5.

³³ *Kuratle Contracting, Inc.*, 2014 WL 5391291, at *9.

³⁴ 2006 WL 2987052, at *1 (Del. Ch. 2006).

³⁵ *Id.*

³⁶ *Id.*

37. The total cost for the File & ServeXpress filings is \$985.05.³⁷ For these reasons, the Court awards Defendants Sun Communities and Blue Water \$985.05 in costs for the filing fees.
38. Lastly, Defendants Sun Communities and Blue Water seek to recover costs for their trial technology support service, Magna Trialgraphix.³⁸
39. Delaware courts have allowed recovery of costs for technology support services that were provided during trial.³⁹ “The Court encourages the use of technology and support personnel in the presentation and viewing of exhibits at trial.”⁴⁰ However, a party “cannot recover for the services that the technology support staff provided outside the trial.”⁴¹
40. The invoice contains charges for five dates: 9.5 hours on July 20, 2026; 9.0 hours on July 21, 2026; 8.0 hours on July 22, 2026; 8.5 hours on July 23, 2026; and 8.0 hours on July 27, 2026.⁴² However, the Civil Trial Worksheet indicates that on July 20, 2026, the Court convened at 10:01 a.m. and recessed for the day at 3:45 p.m., which is a total of 5.73 hours.⁴³ On July 21, 2026, the Court reconvened at 9:05 a.m. and

³⁷ Defs.’ Sun Communities and Blue Water Mot. for Costs, D.I. 174, Ex. J.

³⁸ Defs.’ Sun Communities and Blue Water Mot. for Costs, D.I. 174, at 5.

³⁹ *In re Bracket Holding Corp. Litig.*, 2020 WL 764148, at *13.

⁴⁰ *Id.* at 14.

⁴¹ *Id.*

⁴² Defs.’ Sun Communities and Blue Water Mot. for Costs, D.I. 174, Ex. K.

⁴³ Trial Worksheet, D.I. 171, at 2-3.

recessed for the day at 3:29 p.m., which is a total of 6.4 hours.⁴⁴ On July 22, 2026, the Court reconvened at 9:32 a.m. and recessed for the day at 4:15 p.m., which is a total of 6.72 hours.⁴⁵ On July 23, 2026, the Court reconvened at 9:03 a.m. and recessed for the day at 3:53 p.m., which is a total of 6.83 hours.⁴⁶ Lastly, on July 27, 2026, the Court reconvened at 9:29 a.m. and recessed for the day at 3:38 p.m., which is a total of 6.15 hours.⁴⁷

41. The Court will only award costs for the time spent during trial, which is a total of 31.83 hours. Magna Trialgraphix charged an hourly rate of \$245.00.⁴⁸ Therefore, Defendants Sun Communities and Blue Water may recover \$7,798.35 in costs for trial support services.
42. Defendants Sun Communities and Blue Water also seek to recover costs for the trial support staff's travel and meals.⁴⁹ However, the Court will not award costs for travel, lodging, or meals.
43. Plaintiff argues that Defendants Sun Communities and Blue Water cannot recover costs for trial services performed during Plaintiff's case-in-chief. However, Defendants Sun Communities and Blue Water

⁴⁴ *Id.* at 3-5.

⁴⁵ *Id.* at 5-7.

⁴⁶ *Id.* at 7-8.

⁴⁷ *Id.* at 8-11.

⁴⁸ Defs.' Sun Communities and Blue Water Mot. for Costs, D.I. 174, Ex. K.

⁴⁹ Defs.' Sun Communities and Blue Water Mot. for Costs, D.I. 174, Ex. I.

utilized trial support services during Plaintiff's case-in-chief because Plaintiff's witnesses were cross-examined by defense counsel. Therefore, Plaintiff's argument does not prevail.

44. For these reasons, the Court awards Defendants Sun Communities and Blue Water \$7,786.10 in costs for Magna Trialgraphix's trial support services.

Lianna D'Andrea's Motion for Costs

45. As aforementioned, Defendants split the cost of Dr. Rushton's video trial testimony. Defendant D'Andrea seeks to recover \$2,387.50 for Dr. Rushton's video deposition fee.⁵⁰ For the reasons aforementioned, the Court awards Defendant D'Andrea \$2,387.50 in costs for Dr. Rushton's video trial testimony.
46. Defendant D'Andrea seeks to recover \$1,175.00 for the videographer of Dr. Rushton's trial testimony.⁵¹ However, the Court is awarding costs for transcribing the video deposition. Allowing a party to recover fees for the videographer and trial transcript would be duplicative. Therefore, the Court will not award Defendant D'Andrea the costs for the videographer of Dr. Rushton's video deposition.

⁵⁰ Def. Lianna D'Andrea's Corrected Mot. for Costs, D.I. 175, at 1.

⁵¹ *Id.* at 2.

47. Next, Defendant D'Andrea seeks to recover the court reporter's fees for the video testimony of Dr. Rushton.⁵² For the reasons aforementioned, the Court will award Defendant D'Andrea half of the court reporter's fees for the transcript of Dr. Rushton's video deposition, which is \$175.08.
48. Next, Defendant D'Andrea seeks to recover \$904.33 in costs for Ms. Smith's trial testimony and travel fees.⁵³ Defendants split the costs for Ms. Smith's trial testimony. For the reasons aforementioned, the Court awards Defendant D'Andrea \$904.33 for Ms. Smith's trial testimony fees and travel fees.
49. Lastly, Defendant D'Andrea seeks to recover \$63.75 in Court costs.⁵⁴ However, Defendant D'Andrea does not provide an invoice or an itemized list indicating the source of the Court costs. Therefore, the Court will not award Defendant D'Andrea \$63.75 in Court costs.

Conclusion

50. The Court awards Defendant Sun Communities and Blue Water \$18,803.44 in costs.

⁵² *Id.*

⁵³ *Id.*

⁵⁴ *Id.*

51. The Court awards Defendant D'Andrea \$3,466.91 in costs.

IT IS SO ORDERED.

/s/ Mark H. Conner

Mark H. Conner, Judge

cc: Prothonotary
via File & Serve