IN THE JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE

IN AND FOR NEW CASTLE COUNTY

COURT NO. 13

ADAMAX V3 LLC	§	
Plaintiff Below,	§	
Appellee	§	
	§	C.A. No. JP13-26-006765
VS	§	
	§	
ALAN SCOTT AND BROOK COCHRAN	§	
Defendants Below,	§	
Appellant ALAN SCOTT, Only	§	

Submitted: November 4, 2026
Decided: November 5, 2026

APPEARANCES:

Plaintiff/Appellee, ADAMAX V3 LLC, by Jillian M. Pratt, Esquire

Defendant/Appellant, ALAN SCOTT, *Pro Se*

PANEL:

Sean McCormick, Deputy Chief Magistrate

Amanda Moyer, Justice of the Peace

Peter Burcat, Justice of the Peace

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COURT NO. 13

CIVIL ACTION NO: JP13-26-006765

ADAMAX V3 LLC

VS

ALAN SCOTT AND BROOK COCHRAN

ORDER ON *TRIAL DE NOVO*

The Panel has entered an Order in the following form:

Procedural and Factual Background

On April 18, 2026, Plaintiff/Appellee ADAMAX V3 LLC, by and through its counsel, Sean M. Quinn, Esquire, filed a Landlord-Tenant Complaint against Defendants ALAN SCOTT and BROOK COCHRAN. Plaintiff sought summary possession of a rental property alleged to be occupied by Defendants. Plaintiff alleged on January 14, 2026, a 60-Day notice was mailed to Tenants/Defendants advising them their month-to-month lease was being terminated, and they would need to vacate the rental property on or before March 31, 2026. Tenants/Defendants did not timely vacate. A trial was scheduled for July 23, 2026. Notices of the trial date were sent to all parties. On July 23, 2026, neither Defendant appeared for trial. On July 27, 2026, the Court entered a Default Judgment in favor of Plaintiff. However, previously, on July 23, 2026, Defendant Scott filed a Motion to Vacate the Judgment, even though the Judgment had not been entered at that time. The Motion was scheduled for a hearing on August 24, 2026, with trial to follow if the Motion was granted. On August 24, 2026, Plaintiff appeared via *Zoom* with their counsel, David Zerbato, Esquire. Defendant ALAN SCOTT, *Pro Se*, likewise appeared via *Zoom*. Defendant BROOK COCHRAN did not appear. After consideration of the evidence, on October 9, 2026, Judgment was entered in favor of Plaintiff, and possession was awarded to Plaintiff/Appellee. On October 14, 2026, Defendant/Appellant ALAN SCOTT filed a Request for a *Trial de Novo* ("TDN"). A TDN was scheduled for November 4, 2026. A Bond to stay a *Writ of Possession* was required to be posted. On October 20, 2026, Mr. Scott posted the Bond. On October 29, 2026, Mr. Scott filed a counterclaim. On October 30, 2026, Jillian M. Pratt, Esquire, filed an opposition to the filing of the counterclaim.

On November 4, 2026, Plaintiff/Appellee ADAMAX V3 LLC, by and through its counsel, Jillian M. Pratt, Esquire, appeared via *Zoom* for the TDN. Defendant/Appellant ALAN SCOTT, *Pro Se*, likewise appeared via *Zoom* for the TDN. The Court took Judicial Notice that co-Defendant BROOK COCHRAN had not filed a Request for a *Trial de Novo*, nor had she joined the filing by Mr. Scott. Ms.

Pratt argued the counterclaim should not be considered by the Panel as it was not timely filed. Ms. Pratt directed the Panel's attention to Justice of the Peace Civil Rule 72.1(d) that states in pertinent part:

> *(d) Appeals de novo. -- An appeal of a decision following a nonjury trial shall be a trial de novo. An appeal by trial de novo may include claims and counterclaims not raised in the initial proceeding provided that, within five (5) days of filing of the appeal, the claimant also files a bill of particulars identifying any new issues which claimant intends to raise at the hearing which were not raised in the initial proceeding.*

Ms. Pratt argued the Request for a *Trial de Novo* was filed by Mr. Scott on October 14, 2026, but the counterclaim was not filed until October 29, 2026. As the counterclaim was not timely filed, Ms. Pratt requested the Panel to not consider the counterclaim. In response, Mr. Scott argued he had followed the instructions provided to him and that he filed his counterclaim at least five (5) days in advance of the TDN hearing. The Panel advised Mr. Scott, as per the Court Rules, the counterclaim had to be filed within five days of filing his request for a TDN. Mr. Scott disagreed with the Panel's understanding of the Court Rules and insisted he had been following the legal advice he had received via *Google*. As the counterclaim was not timely filed, the counterclaim was Dismissed. Mr. Scott did not agree with the Panel's decision, and he asked a question of the Panel – "What is my color?" Mr. Scott was advised the color of his skin had no bearing on the case.

Upon inquiry from the Panel, Ms. Pratt advised the Panel Plaintiff viewed Mr. Scott as a holdover tenant, and was seeking possession of the rental property, and $ 2,697.00 in past due rent, *Per Diem* in the amount of $ 40.11, and court costs. Mr. Scott stated he was seeking to remain in the rental property, and as per *Google*, since Plaintiff continued to accept rental payments from Mr. Scott, Plaintiff was not entitled to seek possession. Specifically, Mr. Scott argued Plaintiff was improperly "double-dipping" by collecting rent after a 60-Day Notice was sent.

Ms. Pratt waived making an Opening Statement. Mr. Scott made an opening statement and stated "You guys are bulling me." Ms. Pratt called Adam Garner as Plaintiff's first, and only witness. Mr. Garner testified he was a member of the entity known as "Adamax V3, LLC," an investment company, and the Plaintiff herein. Mr. Garner stated he was aware Defendant/Appellant was a tenant at Plaintiff's property. Mr. Garner identified three exhibits shown to him by Ms. Pratt:

"P-1" a Lease Agreement dated February 1, 1999

"P-2" a 60-Day Notice dated January 14, 2026

"P-3" an account ledger for Mr. Scott

Mr. Garner testified approximately two years ago his company had purchased the rental property at issue herein. The Panel took Judicial Notice the address of the rental property is 637 Stanton Christiana Road, Newark, Delaware 19713. The current lease was on a month-to-month basis. P-1 was admitted into evidence without objection. Ms. Pratt asked for P-2 to be admitted into evidence. Mr. Scott objected to P-2, arguing a landlord cannot accept rent if the landlord had sent a 60-Day Notice to the tenant. The objection was overruled and P-2 was admitted into evidence. P-3 was admitted into evidence without objection. Mr. Garner confirmed the 60-Day Notice advised Mr. Scott that if he did not vacate the rental property by March 31, 2026, he would be considered a "Holdover Tenant." Mr. Scott continued to interrupt Ms. Pratt's questions and Mr. Garner's testimony. Mr. Scott was advised he would have the opportunity to testify, but he had to stop the interruptions. Ms. Pratt attempted to continue her questions of Mr. Garner but was again interrupted by Mr. Scott. As warned, Mr. Scott's microphone was muted. Mr. Garner concluded his testimony by stating the base rent was $610.00, but Plaintiff was seeking

double holdover rent, and possession of the rental property. Mr. Scott was advised he could unmute so he could ask cross-examination questions of Mr. Garner. Mr. Scott unmuted, but did not have any questions. Instead, he stated "You guys went to school together" and Adamax was "kicking out white people to bring in Section 8 people." As there were no cross-examination questions, Ms. Pratt stated Plaintiff rested.

Mr. Scott stated he wanted to testify. He was placed under oath. Mr. Scott testified Ms. Pratt has a bar association. He further stated if he was evicted, he did not know where he would be living as he had been in the same rental unit for 30 years. He further stated he was defending himself using legal advice he found on *Google*. He believed he was being "strong-armed" by Adamax, and he felt it was not right that Mr. Garner was observed walking a black tenant's dog when Mr. Scott's lease stated pets were not permitted in the rental property. Mr. Scott stated he had nothing further to say. Ms. Pratt did not have any cross-examination questions for Mr. Scott. Mr. Scott made an additional comment that he was told by a court clerk named "Kate" that he should pack his bags.

Neither side made a closing argument.

Findings

The *Landlord-Tenant Code* regulates and sets forth the legal rights, remedies and obligations of all the parties to a residential rental agreement within the State of Delaware. See 25 *Del.C.* §5101, *et seq.*. Plaintiff/Appellee ADAMAX V3 LLC and Defendant/Appellant ALAN SCOTT have a month-to-month Lease Agreement for the rental property located at 637 Stanton Christiana Road, Newark, Delaware 19713. It is undisputed Mr. Scott continued to occupy the rental unit.

The only issue before the Panel is the timing and validity of the 60-Day Notice served on Mr. Scott advising him the month-to-month lease was being terminated, and he would have to vacate the rental by March 31, 2026. 25 *Del.C.* §5106(d) states in pertinent part:

> *Where the term of the rental agreement is month-to-month, the landlord or tenant may terminate the rental agreement by giving the other party a minimum of 60 days' written notice, which 60-day period shall begin on the first day of the month following the day of actual notice.*

It was undisputed the 60-Day Notice dated January 14, 2026, was sent to, and received by, Mr. Scott. Mr. Scott was advised the lease agreement was being terminated and he would need to vacate by March 31, 2026. It is undisputed Mr. Scott did not vacate, and has not vacated, the rental property.

A plaintiff has the burden of proving their case by a preponderance of the evidence. "Preponderance of the Evidence is a standard of proof that is met when a party's evidence indicates that the fact 'is more likely than not' what the party alleges it to be. Evidence which, as a whole, shows the fact to be proved is more probable than not." 9 *Del. Admin. Code* 303-5.0. The Panel finds Plaintiff/Appellee has met its burden of proving their case by a preponderance of the evidence. The Panel further finds Defendant/Appellant did not present any viable evidence to dispute the validity of the 60-Day Notice.

As co-Defendant BROOK COCHRAN did not join in the Request for a *Trial de Novo*, the Judgment entered against her on October 9, 2026 stands.

Judgment

Based upon the foregoing, the Panel enters herewith JUDGMENT FOR PLAINTIFF/APPELLEE and against DEFENDANT/APPELLANT as follows:

Judgment Total: **$ 2,697.00**

Court Costs: **$ 57.50**

Per Diem: **$ 40.11** Starting November 5, 2026, and continuing until such time as Defendant/Appellant vacates, or is removed, from the rental property

Post Judgment Interest: **9.0%**

Possession to Plaintiff: **X** Yes ___ No

Plaintiff can file immediately for a *Writ of Possession*

The Bond posted by Defendant/Appellant ALAN SCOTT in the amount of $ 560.00 shall be released to Plaintiff/Appellee ADAMAX V3, LLC and applied as a credit to the Judgment herein.

IT IS SO ORDERED 05th day of November, 2026

/s/ Sean McCormick **(SEAL)**
Deputy Chief Magistrate
On Behalf of Three Judge Panel

Information on post-judgment procedures for default judgment on Trial De Novo is found in the attached sheet entitled Justice of the Peace Courts Civil Post-Judgment Procedures Three Judge Panel (J.P. Civ. Form No. 14A3J).