IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

DAMIEN CARL BRADFORD,	)	
	)	
Appellant,	)	
	)	
v.	)	C.A. No.: K25A-05-001 RLG
	)	
AMERICAN FINANCE, LLC,	)	
	)	
Appellee.	)	

Submitted: October 8, 2026
Decided: November 24, 2026

ORDER

Upon Appellant's "Motion for Reconsideration" – **DENIED**

The Court, having considered Appellant Damien Carl Bradford's "Motion for Reconsideration" dated October 8, 2026, and the record in this matter, finds as follows:

1. On September 30, 2026, this Court issued an Opinion affirming a civil Court of Common Pleas ("CCP") decision.[1] The CCP decision affirmed a Justice of the Peace Court ("JP Court") decision permitting Appellee American Finance, LLC, ("AF") to revive a judgment against Mr. Bradford.[2] On October 8, 2026, by way of

[1] See Bradford v. American Finance, LLC, 2026 WL 2937877, at *1 (Del. Super. Sept. 30, 2026) (hereinafter, the "Opinion").

[2] Id.

letter, Mr. Bradford filed the instant "Motion for Reconsideration," requesting "reconsideration, alteration, or amendment of the Court's" Opinion.[3]

2. Under Superior Court Civil Rule 59(d), "[a] motion to alter or amend the judgment shall be served and filed not later than 10 days after the entry of judgment." Mr. Bradford filed his "Motion for Reconsideration" within 10 days of the Court's Opinion. Accordingly, Mr. Bradford's "Motion for Reconsideration" is timely under Rule 59(d).[4]

3. "Delaware law places a heavy burden on a plaintiff seeking relief [under] Rule 59."[5] Under Rule 59(d), "the movant must show: (1) an intervening change in controlling law; (2) the availability of new evidence; or (3) the need to correct clear error of law or to prevent manifest injustice."[6] "The Court may deny a

[3] D.I. 28 at 1.

[4] The Court notes that Superior Court Civil Rule 59(e), which governs motions for reargument (or reconsideration), requires that "[a] motion for reargument shall be served and filed within 5 days after the filing of the Court's opinion or decision." As the Court issued its Opinion on September 30, 2026, the deadline to file a motion for reconsideration in this matter was on October 7, 2026. As the Court received Mr. Bradford's "Motion for Reconsideration" on October 8, 2026, that motion is untimely under Superior Court Civil Rule 59(e). In his letter, Mr. Bradford did not specify any legal grounds under which he wished the Court to reconsider its Opinion. As Mr. Bradford requests "reconsideration, alteration, or amendment" of the Opinion, the Court understands Mr. Bradford's motion to be a motion under both Rule 59(d) and (e). Therefore, the Court will consider Mr. Bradford's motion under the Rule 59(d) standard.

[5] Monzo v. Nationwide Property & Casualty Ins. Co., 2020 WL 2467074, at *1 (Del. Super May 13, 2020) (internal quotations omitted) (quoting Newborn v. Christiana Psychiatric Serv., P.A., 2017 WL 394096, at *2 (Del. Super. Jan. 25, 2017)).

[6] Id. at *2 (internal quotations omitted) (quoting King v. Mckenna, 2015 WL 5168481, at *3 (Del. Super. Aug. 24, 2015)).

Rule 59(d) motion if it raises arguments that the Court already examined and rejected[,] or if it raises new arguments not previously raised."[7]

4. Mr. Bradford does not identify any intervening changes in controlling law. Nor does he pinpoint any newly-available evidence. Thus, the Court understands Mr. Bradford's "Motion for Reconsideration" to assert "the need to correct clear error of law or to prevent manifest injustice."[8]

5. Mr. Bradford's first ground for reconsideration states:

> This Court's decision does not even mention Mr. Bradford's April 7, 2026[,] argument that[,] under 10 Del. C.§ 9581 and Knott v. LVNV Funding,[9] the Court of Common Pleas [ ] should have held that the Justice of the Peace Court [ ] was prohibited from changing the name of the debtor on a judgment that was more than five years old, until that Judgment was revived.[10]

This Court, sitting as an appellate court, does not review issues that were not properly raised before the lower court.[11] In the Opinion, this Court noted CCP declined to hear Mr. Bradford's appeal of the order granting the change of Mr.

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[7] Id. (citing King, 2015 WL 5168481, at *3); (also citing Parallel Networks, LLC v. Abercrombie & Fitch Co., 704 F.3d 958, 971 (Fed. Cir. 2013)).

[8] See id.

[9] 95 A.3d 13, 19 (Del. 2014).

[10] D.I. 28 at 1-2.

[11] See Wais v. Thompson, 2023 WL 2641489, at *3 (Del. Super. Mar. 24, 2023) (citing Wilmington Tr. Co. v. Conner, 415 A.2d 773, 781 (Del. 1980)).

Bradford's name on the judgment (the "Name Change Order").[12] Further, this Court affirmed CCP's declination.[13] Thus, the Opinion addressed Mr. Bradford's argument by finding it was not properly before this Court for review.

6. Assuming Mr. Bradford's argument *was* properly before this Court, the Court remains unpersuaded. Mr. Bradford did not raise this argument in his Opening Brief or his Reply Brief. When he initially raised it in his April 7, 2026 letter to this Court, he wrote:

> In addition, the Court of Common Pleas should have corrected a major error by the Justice of the Peace Court. The latter granted [AF's] motion to change the name on the judgment on August 17, 2021, when the judgment was over five years old. [AF] had not then filed a motion to revive the judgment, which was a prerequisite to any amendment of the judgment.[14]

7. Though Mr. Bradford cites 10 Del. C. § 9581 and Knott to support his argument, both authorities are silent on whether a creditor can change the name of a debtor on a judgment without first reviving the judgment.[15] Mr. Bradford declined

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[12] The Opinion at *2.

[13] Id. at *5.

[14] D.I. 24 at 2-3.

[15] 10 Del. C. § 9581 reads, in full:

> (a) No execution shall be issued on a judgment after the defendant's death; nor, except in the regular continuance of such process, after the lapse of 5 years from the time execution might have first issues; until the judgment is revived by scire facias. The writ of scire facias may be according to the form prescribed in this subchapter, with

to expand on his argument in his letter to the Court. Mr. Bradford also failed to substantiate his contention that the CCP decision relied on an error-in-fact when it determined Mr. Bradford agreed to change the name of the debtor identified in the judgment. Consequently, the Court remains unconvinced of the merits of Mr. Bradford's argument.

8. Additionally, Mr. Bradford has not explained what "manifest injustice" occurred when CCP – and subsequently, this Court – declined to consider the merits of his challenge to the Name Change Order. At no time has Mr. Bradford disputed that he entered the contract at issue in this litigation. Mr. Bradford also declines to address how a JP Court decision permitting the name change before revival of the underlying judgment has any practical implication on whether he owes the debt. Thus, the Court must deny Mr. Bradford's "Motion for Reconsideration" as to his first claim.

> necessary variations. A judgment may be revived against the original defendant without service of the scire facias, as is provided in respect to bail, when no service can be made.
>
> (b) No scire facias is necessary to make the representative, or assignee, of the plaintiff a party to such a judgment; but the death, or assignment, being suggested on the record, the representative, or assignee, also named, shall become a party.

Knott, as explained in the Opinion, dealt with whether 10 Del. C. § 5072's requirement that a judgment be executed within five years acted as a statute of limitations. The Delaware Supreme Court found that it did not. See the Opinion at *8.

9. Mr. Bradford's second ground for reconsideration outlines, in part, "[i]n flagrant disregard of the Knott decision, CCP refused to exercise any discretion regarding Mr. Bradford's recoupment defense."[16] The Opinion addresses this argument, noting:

> In this appeal, Mr. Bradford contends CCP refused to address "Mr. Bradford's position that he should be allowed to present his UCC and TILA claims in recoupment, as opposed to seeking an affirmative recovery from AF." CCP *did* address that position, however, finding that those defenses could have been asserted "when the matter was originally filed [in 2016]." CCP correctly determined that the defenses Mr. Bradford sought to assert – aside from his argument that AF failed to make diligent efforts to execute the judgment – should have been raised before the entry of default judgment.
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> A hearing on a Motion to Revive Judgment was not the appropriate time for Mr. Bradford to argue those Defenses. CCP maintained the discretion to consider whether reviving the judgment would be inequitable, but Knott did not create an obligation for CCP to consider every equitable defense Mr. Bradford wished to raise after failing to do so at the appropriate and mandated time. CCP exercised its discretion, and declined to hear testimony on the merits of those defenses. CCP did not commit legal error in doing so.[17]

[16] D.I. 28 at 2.

[17] The Opinion at *8.

10. Indistinguishable from his arguments at the time the Court issued the Opinion, Mr. Bradford has again failed to explain what part of the Knott decision *required* CCP to afford him the opportunity to litigate the merits of equitable defenses he should have raised much earlier in the litigation. In his "Motion for Reconsideration," Mr. Bradford declined to identify: (1) an intervening change in controlling law; (2) the availability of new evidence; or (3) the need to correct clear error of law or to prevent manifest injustice.[18] Accordingly, given Mr. Bradford's lack of compliance with Rule 59(d), his "Motion for Reconsideration" must be denied as to his second claim.

11. Mr. Bradford's final ground for reconsideration reads:

> CCP's assumption that Mr. Bradford knew about AF's 2016 lawsuit that same year and ignored it is clearly erroneous. After the dealer who sold the truck to 19-year-old Mr. Bradford [sic] stiff-armed him about transmission problems (its $1,000 "service plan" being an illusion with no documentation) [sic], he stopped making payments and told AF where it could pick up the truck. Hearing nothing for over six years thereafter, he rightfully assumed that AF sold it for enough to pay off the loan. The current judgment against him (more than the truck's purchase price) is hardly the justice envisioned by the drafters of Civil Rule 1 [sic].[19]

[18] See Super. Ct. Civil Rule 59(d).

[19] D.I. 28 at 2-3.

As with Mr. Bradford's other contentions, the Opinion addressed CCP's finding that Mr. Bradford knew or should have known about the judgment against him, explaining:

> Based on the record before CCP, AF and JP Court both attempted to contact Mr. Bradford at the Loan Address. Other than using what Mr. Bradford characterizes as an outdated address, Mr. Bradford does not assert JP Court committed any error when it attempted to provide him notice, via certified mail, of the litigation against him. In proceedings before JP Court, Mr. Bradford testified the Loan Address utilized by both AF and JP Court belonged to his mother. That address matched the address on Mr. Bradford's license until at least 2019. Mr. Bradford further testified his mother lived at that address until 2021. Mr. Bradford stated he did not change his address on his license as "any mail that went to my mom's she always give me [sic]."
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> Although CCP conducted a *de novo* review of the JP Court's decision, CCP was not required to disregard facts preserved by the JP Court's record. Equipped with Mr. Bradford's testimony, CCP concluded Mr. Bradford possessed adequate knowledge of the potential of litigation against him regarding his debt to AF. CCP's conclusion is backed by sufficient evidence and results from a logical and orderly deductive process. Accordingly, this Court will not disturb that factual finding.[20]

[20] The Opinion at *7.

12. Regarding Mr. Bradford's reference to "Civil Rule 1," the Court understands his argument to challenge the fairness of the judgment against him.[21] As he did in the proceedings below, Mr. Bradford attempts to argue the judgment against him qualifies as "unfair" because of (1) his age at the time he entered the contract; (2) the quality of the truck he chose to purchase; and (3) his unilateral decision to cease payment on the loan he contracted to pay because of his dissatisfaction with the quality of the truck. As these assertions were made below – and thus, do not represent an intervening change in the law, new evidence, or a manifest injustice – the Court need not address them on a motion for reconsideration.

13. To the extent the Court was inclined to revisit the same fairness argument Mr. Bradford has unsuccessfully made at every level of this litigation – insofar as he participated – this argument remains unavailing. Mr. Bradford has not presented any evidence that his age rendered him incompetent to enter a contract with AF. Mr. Bradford acknowledged, moreover, that he was a legal adult possessing the full capabilities – and attendant consequences – of entering a contract. His issues with the dealership that sold him the truck do not invalidate his contractual obligation to AF. His statement that he "rightfully assumed AF sold [the truck] for

[21] Super. Ct. Civil Rule 1 provides, "[t]hese Rules shall govern procedure in the Superior Court of the State of Delaware with the exceptions stated in Rule 81. They shall be construed, administered, and employed by the Court and the parties, to secure the just, speedy[,] and inexpensive determination of every proceeding."

enough to pay off the loan" stands as factually incorrect and belied by the record before CCP. Lastly, his appeal to "Civil Rule 1," absent any further contention or explanation, is unpersuasive.

14. Mr. Bradford's "Motion for Reconsideration" fails to meet the requirements of Superior Court Civil Rule 59. He has failed to identify any intervening changes in the law, new evidence, or manifest injustice requiring this Court to revisit its conclusions presented in the Opinion. Mr. Bradford's continued attempts to relitigate the merits of a lawsuit initiated over a decade ago remain unconvincing. Accordingly, his "Motion for Reconsideration" is **DENIED**.

IT IS SO ORDERED.

Reneta L. Green-Streett, Judge