SUPERIOR COURT OF THE STATE OF DELAWARE

Mortgage Connect Document Solutions, LLC v. Green Industrial Development Group, LLC

No. C.A. No. N23C-01-178 MAA CCLD, Superior Court of the State of Delaware (February 18, 2026)

SUMMARY

The Delaware Superior Court denied Green Industrial Development Group, LLC’s motion for reargument or, alternatively, to alter or amend the judgment and its request to reopen the judgment for additional testimony. The Court held that Green identified neither overlooked law nor new evidence and that including the tenant-improvement allowance or brokerage commissions separately would result in double recovery.

CASE DETAILS

COURT	Superior Court of the State of Delaware
WRITING FOR THE COURT	Meghan A. Adams
JURISDICTION	Superior Court of the State of Delaware
DECIDED	February 18, 2026
DOCKET	C.A. No. N23C-01-178 MAA CCLD
DISPOSITION	other
PROCEDURAL POSTURE	Post-trial order denying Green Industrial Development Group, LLC's post-trial letter regarding open issues and motion for reargument or, alternatively, to alter or amend the judgment and permit additional testimony.
STANDARD OF REVIEW	A motion for reargument under Superior Court Civil Rule 59(e) is subject to a heavy burden and is granted only when the Court overlooked controlling precedent or legal principles or misapprehended the law or facts in a manner that would have changed the outcome. After a bench trial, Rule 59(a) permits the Court to open the judgment and take additional testimony, amend findings or conclusions, or make new findings, but Green was required to show a basis for that relief, including circumstances rising to the level of manifest injustice.
PRECEDENTIAL VALUE	Published Superior Court opinion; precedential status identified as published in the supplied metadata.

TOPICS

motion for reconsideration | civil procedure | commercial litigation | breach of contract | damages

PRACTICE AREAS

civil procedure | commercial litigation | contracts | damages | real estate

QUESTIONS PRESENTED

1. Whether the Court's treatment of brokerage commissions was inconsistent or resulted in impermissible double-counting.
2. Whether Green was entitled to reargument under Superior Court Civil Rule 59(e) concerning the deduction of the tenant improvement allowance from its damages.
3. Whether the Court should open the judgment under Superior Court Civil Rule 59(a) to permit additional testimony concerning the tenant improvement allowance.

HOLDINGS

1. The brokerage commissions could not be awarded as a separate line-item expense because, although recoverable under Lease Section 23.1, they were already included in the lost-rent calculation; a separate award would constitute double-counting.
2. Green was not entitled to reargument because it identified neither overlooked applicable law nor new evidence and sought to rehash an issue that had already been briefed and decided.
3. The Court denied Green's request to open the judgment and permit additional testimony because Green cited no supporting authority and identified no circumstance rising to the level of manifest injustice.

KEY QUOTATIONS

> *“A motion for reconsideration or reargument is not an opportunity to rehash arguments already decided by the Court, or to present new arguments that were not previously raised.”* (at 2)

> *“Under Green’s own expectation damages theory, to put Green back in the same position without a breach, including this amount would be double recovery.”* (at 3)

FACTUAL BACKGROUND

Mortgage Connect Document Solutions, LLC sought damages arising from a lease dispute. The Court previously held that commissions paid to Cushman & Wakefield were recoverable under Lease Section 23.1 but were already included in the lost-rent calculation, making a separate award duplicative. The Court also deducted a $1,232,864 tenant improvement allowance because Green's expectation-damages theory sought to place it in the position it would have occupied absent breach, and Green did not dispute the deduction in its reply brief or post-trial argument.

PROCEDURAL HISTORY

Following a bench trial and the Court's January 20, 2026 Post-Trial Memorandum Opinion, Green challenged the treatment of brokerage commissions and the deduction of a tenant improvement allowance from its damages. The Court concluded that the brokerage commissions were already included in lost rent and that the tenant improvement allowance was properly deducted under Green's expectation-damages theory. The Court denied Green's requests for reargument and to open the judgment for additional testimony.

DISPOSITION

other

CASES CITED

- Long v. Johnson & Johnson Servs., Inc., 2020 WL 2850205, at *1 (Del. Super. June 2, 2020)
- Snipe v. Boulden Servs., LLC, 2024 WL 550095, at *1 (Del. Super. Feb. 8, 2024)
- State v. Brinkley, 132 A.3d 839, 842 (Del. Super. 2016)
- TIBCO Software Inc. v. NThrive Revenue Sys., LLC, 2020 WL 86829, at *1 (Del. Super. Jan. 6, 2020)
- Zutrau v. Jansing, 2014 WL 6901461, at *2 (Del. Ch. Dec. 8, 2014)

OPINION

Mortgage Connect Document v. Green Industrial Development Group, LLC
PER CURIAM.
SUPERIOR COURT
OF THE
STATE OF DELAWARE
MEGHAN A. ADAMS LEONARD L. WILLIAMS JUSTICE CENTER
JUDGE 500 N. KING STREET, SUITE 10400
WILMINGTON, DELAWARE 19801
(302) 255-0634

February 18, 2026 Andrew D. Cordo, Esquire Katharine L. Mowery, Esquire Wilson Sonsini Goodrich & Rosati, P.C. Gabriela Z. Monasterio, Esquire 222 Delaware Avenue Richards Layton & Finger PA Suite 800 One Rodney Square Wilmington, Delaware 19801 920 North King Street Wilmington, Delaware 19801 RE: Mortgage Connect Document Solutions, LLC v. Green Industrial Development Group, LLC, C.A. No. N23C-01-178 MAA CCLD Dear Counsel: The Court has reviewed the parties' submissions regarding Defendant Green Industrial Development Group, LLC's ("Green") post-trial letter1 regarding open issues and Green's Motion for Reargument, or in the Alternative, to Alter or Amend the Judgement.2 Both of Green's requests are denied. First, Green argues the Court ruled inconsistently regarding Green's excluded brokerage commissions.3 Plaintiff Mortgage Connect Document Solutions, LLC ("MCDS") correctly points out that the Court, in its Post-Trial Memorandum Opinion, held that commissions paid to Cushman & Wakefield were recoverable 1 D.I. 177 ["Post-Trial Letter"]. 2 D.I. 178 ["Motion for

Reargument"]. 3 Post-Trial Letter at 1-2. Mortgage Connect Document Solutions, LLC v. Green Industrial Development Group
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February 18, 2026 Page 2 of 4 pursuant to Lease Section 23.1, but that the commissions were already baked in to lost rent.4 Thus, to award lease commissions as a separate line expense for damages would amount to double-counting. Second, MCDS's Motion for Reargument is denied. Green's Motion for Reargument centers on one issue: "whether the Tenant Improvement Allowance addressed in the Court's January 20, 2026 Post Trial Memorandum Opinion. . . should offset Green's damages."5 Green requests either reargument on the issue or for the Court to "open the judgment to allow additional testimony."6 Motions for reargument are governed by Superior Court Civil Rule 59(e). "The moving party faces a heavy burden on a motion for reargument."7 A motion for reargument "will be granted 'only if the Court has overlooked a controlling precedent or legal principles, or the Court has misapprehended the law or facts such as would have changed the outcome of the underlying decision.'"8 "A motion for reconsideration or reargument is not an opportunity to rehash 4 D.I. 179, MCDS Letter dated February 3, 2026 at 2. Green and MCDS agree that prejudgment interest should be calculated pursuant to Colorado Revised Statute § 5-12-102(1). Id. at 2; Post- Trial Letter at 2. 5 Motion for Reargument at 1-2. 6 Id. at 1. 7 Long v. Johnson & Johnson Servs., Inc., 2020 WL 2850205, at *1 (Del. Super. June 2, 2020). 8 Snipe v. Boulden Servs., LLC, 2024 WL 550095, at *1 (Del. Super. Feb. 8, 2024) (quoting State v. Brinkley, 132 A.3d 839, 842 (Del. Super. 2016)). Mortgage Connect Document Solutions, LLC v. Green Industrial Development Group
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February 18, 2026 Page 3 of 4 arguments already decided by the Court, or to present new arguments that were not previously raised."9 Rule 59(a) provides that after a bench trial, "the Court may open the judgment, take additional testimony, amend findings of fact and conclusions of law or make new findings and conclusions, and direct the entry of a new judgment."10 Green's Motion for Reargument presents neither overlooked applicable law nor new evidence. Essentially, Green wishes to have a second bite of the apple at an already-briefed and decided issue: "by not having to pay for MCDS's buildout, Green is saving $1,232,864."11 Thus, "[u]nder Green's own expectation damages theory, to put Green back in the same position without a breach, including this amount would be double recovery."12 The Court notes again, as it did in the Post- Trial Memorandum Opinion, that Green did not dispute this deduction in either its Reply Brief or post-trial oral argument.13 If Green disagrees with the Court's finding, its remedy is to appeal to the Supreme Court of Delaware. 9 TIBCO Software Inc. v. NThrive Revenue Sys., LLC, 2020 WL 86829, at *1 (Del. Super. Jan. 6, 2020) (cleaned up). 10 Del. Super. Ct. Civ. R. 59(a). 11 D.I. 176 ["Post-Trial Memorandum Opinion"] at 39. 12 Id. at 40. 13 Id. at 40 n.231. Mortgage Connect Document Solutions, LLC v. Green Industrial Development Group
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February 18, 2026 Page 4 of 4 Green's request pursuant to Rule 59(a) is similarly denied. Other than providing the standard for Rule 59(a), Green cites to no authority to support this remedy and certainly does not raise any reasons that would raise to the level of "manifest injustice."14 Thus, Green's request to open the judgment to permit additional testimony on the issue is denied. IT IS SO ORDERED. Sincerely, /s/ Meghan A. Adams _______________________ Meghan A. Adams, Judge cc: All Counsel via File and Serve MAA/ls 14 Zutrau v. Jansing, 2014 WL 6901461, at *2 (Del. Ch. Dec. 8, 2014) (citations omitted).