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**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA**

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Katherine Coronel,

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No. CV-12-795-PHX-SMM

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Plaintiff,

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11

vs.

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**ORDER**

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GEICO Ins. Agency Inc.,

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Defendant.

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Pending before the Court is Plaintiff’s Motion for Reconsideration (Doc. 120) and

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Defendant’s Response (Doc. 126), regarding this Court’s Order of June 27, 2013 (Doc. 116).

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In Plaintiff’s motion, she moves the Court to reconsider its decision that New York law

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governs her Uninsured Motorist (UM) claim. She agrees, however, with the Court’s position

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that Arizona law applies to her bad faith claim. In contrast, in Defendant’s Response, GECIO

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agrees with the Court’s decision regarding Plaintiff’s UM claim, but asks the Court to

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reconsider as to the bad faith claim and determine that this claim is governed by New York

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law as well.

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Motions for reconsideration should be granted only in rare circumstances. Defenders

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of Wildlife v. Browner, 909 F. Supp. 1342, 1351 (D. Ariz. 1995). “Reconsideration is

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appropriate if the district court (1) is presented with newly discovered evidence, (2)

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committed clear error or the initial decision was manifestly unjust, or (3) if there is an

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intervening change in controlling law.” School Dist. No. 1J, Multnomah County v. AcandS,

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Inc., 5 F.3d 1255, 1263 (9th Cir. 1993). Such motions should not be used for the purpose of

1 asking a court “ ‘to rethink what the court had already thought through--rightly or wrongly.’  
2 ” Defenders of Wildlife, 909 F. Supp. At 1351 (quoting Above the Belt, Inc. V. Mel  
3 Bohannon Roofing, Inc., 99. F.R.D. 99, 101 (E.D. VA 1983)). The Court ordinarily will  
4 deny “a motion for reconsideration of an Order absent a showing of manifest error or a  
5 showing of new facts or legal authority that could not have been brought to its attention  
6 earlier with reasonable diligence.” Local Rule of Civil Procedure 7.2(g)(1).

7 Plaintiff continues to try and argue that Arizona law should apply simply because  
8 Arizona was where the accident took place. This argument, which would generally be true,  
9 fails in this instance due to the presence of the valid choice-of-law provision. As for  
10 Defendant’s argument that New York law should also govern Plaintiff’s bad faith claim,  
11 GEICO states that Arizona does not have a materially greater interest than New York in this  
12 dispute. This is not true. Arizona’s interest to protect the Plaintiff, its resident, from the  
13 tortious conduct of an out of state insurance company far outweighs the interests of New  
14 York in this case.

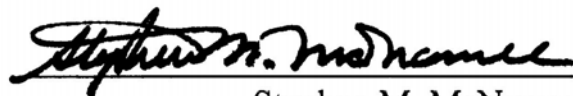
15 Here, the Parties simply fail to meet the standard required to grant a motion for  
16 reconsideration. The Court finds no manifest error in its previous Order. Further, neither  
17 party has presented new facts or authority. Therefore, Pursuant to Local Rule 7.2(g), the  
18 Court will deny the Parties’ Motions for Reconsideration.

19 Accordingly,

20 **IT IS HEREBY ORDERED** denying Plaintiff’s Motion for Reconsideration. (Doc.  
21 120.) New York law will apply to Plaintiff’s UM Claim.

22 **IT IS FURTHER ORDERED** denying Defendant’s motion for the Court to  
23 reconsider its position on Plaintiff’s bad faith claim. (Doc. 126.) Arizona law will govern  
24 Plaintiff’s bad faith claim.

25 DATED this 31st day of July, 2013.

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27 Stephen M. McNamee  
28 Senior United States District Judge