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6 **IN THE UNITED STATES DISTRICT COURT**
7 **FOR THE DISTRICT OF ARIZONA**
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9 KnightBrook Insurance Co., et al.,

10 Plaintiffs,

11 v.

12 Payless Car Rental System, Inc., et al.,

13 Defendants.

No. CV12-01671-PHX-DGC

ORDER

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15 Plaintiffs KnightBrook Insurance Company and Knight Management Insurances
16 Services, L.L.C. have filed a motion for reconsideration. Doc. 150. The motion concerns
17 the Court's previous ruling that permitted Defendants to amend their answer and assert
18 counterclaims. Doc. 141. Plaintiffs allege that "[s]everal statements in the [Court's]
19 Order contain misapprehensions of substantive Arizona insurance law and the terms of
20 the commercial auto policy issued by KnightBrook Insurance Company to PCR
21 Venture." *Id.* at 1. The Court will deny Plaintiffs' motion.

22 Plaintiffs assert that "the Court has overlooked an important aspect of Arizona
23 insurance law: an insured must have made a claim before it can assert a cause of action
24 for bad faith against its insurer." *Id.* at 2. Plaintiffs made this argument in their
25 opposition to Defendants' motion for leave to amend. Motions for reconsideration
26 should not be used to restate arguments previously made or to ask the Court to rethink its
27 analysis. *United States v. Rezzonico*, 32 F. Supp. 2d 1112, 1116 (D. Ariz. 1998) (citing
28 *Above the Belt, Inc. v. Mel Bohannon Roofing, Inc.*, 99 F.R.D. 99, 101 (E. D. Va. 1983)).

1 The Court does not find Plaintiffs' new variation of their argument – that bad faith arises
2 only after a claim has been filed – to be substantially different from the argument they
3 made previously. The Court rejects this argument for the reasons stated in its order.
4 Doc. 141. Whether Defendants can succeed in asserting a bad faith claim on the facts of
5 this case will be decided at summary judgment or trial.

6 Plaintiffs take issue with a statement in the Court's order that "it appears that
7 Defendants were covered even in their role as agents by Plaintiffs' insurance policy."
8 Doc. 141 at 7. By stating what "appears" to be the case, the Court was simply providing
9 additional support for its conclusion. The statement was not intended, and is not, a
10 definitive ruling in this case on whether Defendants were covered by the policy.

11 Plaintiffs also argue that the Court incorrectly cited Plaintiffs' brief for the
12 proposition that "no [fiduciary] duties arise in the principal-agent context." Doc. 150 at
13 8. Read in context, the Court was referring to Plaintiffs' argument that they did not owe
14 fiduciary duties to Defendants, not to any admission that Defendants did not owe
15 fiduciary duties to them. The Court specifically stated, in any event, that it cannot
16 address the breach of fiduciary duty issues until a more complete factual record has been
17 developed. Doc. 141 at 7. The Court has not foreclosed Plaintiffs from making
18 arguments in support of their claims in this case.

19 **IT IS ORDERED** that Plaintiff's motion for reconsideration (Doc. 150) is
20 **denied.**

21 Dated this 11th day of December, 2013.

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26 David G. Campbell
27 United States District Judge
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