

1 **WO**

2  
3  
4  
5  
6 **IN THE UNITED STATES DISTRICT COURT**  
7 **FOR THE DISTRICT OF ARIZONA**

8  
9 Russell Gordon Doemer,

10 Plaintiff,

11 vs.

12 Charles Ryan; Maureen Johnson; Jennifer  
13 Fox; and Corizon Health Care Corporation,  
14 Defendants.

No. CV-17-02174-PHX-DGC (BSB)

**ORDER**

15  
16 Plaintiff has filed a motion to reopen this case and unbind the parties' settlement  
17 agreement. Doc. 155. The Court will deny the motion.

18 **I. Background.**

19 Plaintiff asserts various constitutional violations against Defendants, including  
20 Eighth Amendment medical claims. Doc. 1. These claims allege a denial of treatment  
21 for Plaintiff's hepatitis and certain other medical conditions. *See id.* at 6; Doc. 27 at 3-6.

22 The parties agreed to settle the case for a confidential amount in early January  
23 2019 and filed a notice to this effect. *See* Docs. 135, 136. The Clerk administratively  
24 terminated the case on March 1, 2019 because the parties failed to timely file a stipulation  
25 to dismiss. Docs. 136, 138. The parties subsequently filed stipulations to dismiss the  
26 claims with prejudice, which the Court granted. Docs. 139, 140, 143, 144.

27 Plaintiff filed motions to reopen and continue the case. Doc. 145, 150, 152. The  
28 Court denied the motions because the settlement agreement is a binding contract and

1 Plaintiff released all claims arising out of this action pursuant to the express terms of the  
2 agreement. Doc. 153. Plaintiff now asks the Court to reconsider this ruling. Doc. 155.

### 3 **II. Reconsideration Standard.**

4 Motions for reconsideration are disfavored and should be granted only in rare  
5 circumstances. *See Ross v. Arpaio*, No. CV-05-4177-PHX-MHM, 2008 WL 1776502,  
6 at \*2 (D. Ariz. Apr. 15, 2008). A motion for reconsideration will be denied “absent  
7 a showing of manifest error or a showing of new facts or legal authority that could not  
8 have been brought to [the Court’s] attention earlier with reasonable diligence.” LRCiv  
9 7.2(g)(1); *see Carroll v. Nakatani*, 342 F.3d 934, 945 (9th Cir. 2003). Mere disagreement  
10 with an order is an insufficient basis for reconsideration. *See Ross*, 2008 WL 1776502,  
11 at \*2. Nor should reconsideration be used to make new arguments or to ask the Court to  
12 rethink its analysis. *See id.*; *Nw. Acceptance Corp. v. Lynnwood Equip., Inc.*, 841 F.2d  
13 918, 925-26 (9th Cir. 1988).

### 14 **III. Discussion.**

15 Plaintiff claims that the Court failed to consider his argument that Defendants lied  
16 to him and withheld information about his diagnosis of hepatitis. Doc. 155 at 1. This is  
17 not correct.

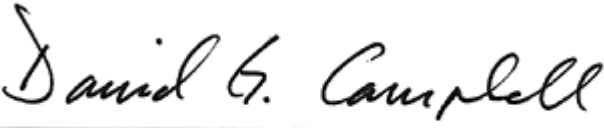
18 Plaintiff argued in his initial motion to reopen that Defendants purposely ignored  
19 the fact that his hepatitis was in an advanced stage and falsely led Plaintiff to believe  
20 otherwise. Doc. 145 at 1. He further argued that Defendants withheld this information  
21 until the settlement agreement became effective. *Id.* at 2-3.

22 The Court considered these arguments in ruling on the motion to reopen. *See*  
23 Doc. 153 at 3 (citing Doc. 145 at 1-3). The Court denied the motion because the  
24 settlement agreement “provides for the release of all claims whether ‘known or unknown,  
25 matured or unmatured, asserted or unasserted, or which may hereafter accrue or  
26 otherwise be acquired, on account of [his] injuries[.]’” *Id.* at 3 (quoting Doc. 147 at 7).  
27 The Court explained that Plaintiff “expressly waived and assumed the risk of any claims  
28 for damages that are unknown, ‘including any claims which, if known, would materially

1 affect his decision to enter into [the agreement].” *Id.* Because Plaintiff fully understood  
2 and voluntarily accepted the agreement’s terms, the agreement is a binding contract that  
3 precludes Plaintiff from pursuing any claim against Defendants based on the  
4 circumstances alleged in his complaint. *See id.* (citing Doc. 147 at 2-3). Plaintiff has  
5 shown no manifest error in this ruling. Nor has he shown that the Court has overlooked  
6 or otherwise misapprehended matters.<sup>1</sup>

7 **IT IS ORDERED** that Plaintiff’s new motion to reopen this case and unbind the  
8 settlement agreement (Doc. 155) is **denied**.

9 Dated this 8th day of July, 2019.

10  
11 

12 David G. Campbell  
13 David G. Campbell  
14 Senior United States District Judge  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

---

25  
26 <sup>1</sup> Plaintiff asserts that he has documents which prove Defendants’ alleged deceitful  
27 conduct, but he does not present this purported evidence in support of his motion for  
28 reconsideration. Nor did he present any such evidence with his prior motions to reopen.  
*See* Docs. 145, 150, 152.