

11 Before the court is the motion to dismiss filed by defendant Skypatrol, LLC
12 (“Skypatrol”). The other defendant in this case (Gordon Howard Associates, Inc.) has
13 already filed a motion to dismiss, which the court granted without leave to amend on July
14 31, 2013. See Dkt. 34. Plaintiff ACP, Inc. (“ACP”) “agrees that the relevant allegations are
15 the same for both Skypatrol and Gordon Howard.” Dkt. 37 at 2. Thus, the reasoning in the
16 court’s order granting Gordon Howard’s motion to dismiss applies equally to Skypatrol’s
17 present motion to dismiss. Indeed, ACP presents no new arguments in opposition to
18 Skypatrol’s motion, it instead argues that “the reasoning in the court’s prior order was
19 erroneous.” Id. Specifically, ACP argues that the court erred in finding that no unilateral
20 contract was formed between the parties, and also erred in denying leave to amend to add
21 a claim for promissory estoppel. However, ACP makes the same arguments here that it
22 made in opposing Gordon Howard’s motion to dismiss, and the court finds them
23 unpersuasive for the same reasons.

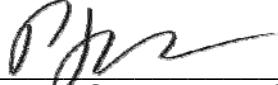
24 Moreover, if ACP believed that the court's previous order was erroneous, it had the
25 opportunity to file a motion for reconsideration of that order under Civil Local Rule 7-9.
26 ACP opted not to do so, and instead opposed Skypatrol's motion with the same arguments
27 previously presented to (and rejected by) the court. Accordingly, the court GRANTS
28 Skypatrol's motion to dismiss without leave to amend, for the same reasons articulated in

United States District Court
For the Northern District of California

1 its July 31, 2013 order. The September 11, 2013 hearing date is VACATED.
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IT IS SO ORDERED.

3 Dated: September 6, 2013


4 PHYLIS J. HAMILTON
5 United States District Judge

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