UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

ACP, INC.,

Plaintiff,

v.

SKYPATROL, LLC, et al.,

Defendants.
_____/

No. C 13-1572 PJH

ORDER GRANTING MOTION TO DISMISS

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

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

its July 31, 2013 order. The September 11, 2013 hearing date is VACATED.

IT IS SO ORDERED.

Dated: September 6, 2013

PHYLLIS J. HAMILTON
United States District Judge