

1 UNITED STATES DISTRICT COURT
2 DISTRICT OF NEVADA

3 CHAD CARTER, )
4 )
5 Plaintiff, )
6 vs. )
7 RENT-A-CENTER, INC., )
8 Defendant. )

Case No.: 2:15-cv-00178-GMN-CWH

ORDER

9
10 Pending before the Court is the Motion to Reconsider (ECF No. 27) filed by Defendant
11 Rent-A-Center, Inc. ("Defendant"). Plaintiff Chad Carter ("Plaintiff") filed a Response (ECF
12 No. 28), and Defendant filed a Reply (ECF No. 29).

13 Defendant asserts that the Court should reconsider its Order denying as moot
14 Defendant's Motion to Strike (ECF No. 8). Specifically, "Defendant requests a new order from
15 the Court clarifying that it granted Defendant's Motion to Compel Arbitration as to Plaintiffs
16 individual claims only and, in also granting the motion to dismiss Plaintiffs case, thereby
17 enforced the Class Action Waiver and eliminated his class claims entirely." (Mot. Reconsider
18 2:17-20).


19 "[A] motion for reconsideration should not be granted, absent highly unusual
20 circumstances." Carroll v. Nakatani, 342 F.3d 934, 945 (9th Cir. 2003) (citation omitted).
21 Reconsideration is appropriate where: (1) the court is presented with newly discovered
22 evidence, (2) the court committed clear error or the initial decision was manifestly unjust, or (3)
23 if there is an intervening change in controlling law. School Dist. No. 1J, Multnomah County v.
24 ACandS, Inc., 5 F.3d 1255, 1263 (9th Cir. 1993). However, a motion for reconsideration is not
25 a mechanism for rearguing issues presented in the original filings, Backlund v. Barnhart, 778
F.2d 1386, 1388 (9th Cir. 1985), or "advancing theories of the case that could have been

1 presented earlier, *Resolution Trust Corp. v. Holmes*, 846 F. Supp. 1310, 1316 (S.D. Tex. 1994)  
2 (footnotes omitted). Thus, Rule 59(e) and 60(b) and are not “intended to give an unhappy  
3 litigant one additional chance to sway the judge.” *Durkin v. Taylor*, 444 F. Supp. 879, 889  
4 (E.D. Va. 1977).

5 Here, the Arbitration Agreement requires that “arbitration shall be conducted on an  
6 individual basis.” (Arb. Agmt., ECF No. 27-1). Such a class-action waiver is enforceable. *See*  
7 *AT&T Mobility LLC v. Concepcion*, 563 U.S. 333 (2011). Accordingly, the Court clarifies that,  
8 in granting Defendant’s Motion to Compel Arbitration, the Court compelled arbitration solely  
9 as to Plaintiff’s individual claims. Moreover, in granting Defendant’s Motion to Dismiss, the  
10 Court eliminated Plaintiff’s class claims in their entirety.

11 **IT IS HEREBY ORDERED** that Defendant’s Motion to Reconsider (ECF No. 27) is  
12 **GRANTED**.

13 **DATED** this <sup>28</sup> \_\_\_\_\_ day of October, 2015.

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Gloria M. Navarro, Chief Judge  
United States District Judge