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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

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KAREN GALLION,

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Plaintiff,

NO: 13-CV-0135-TOR

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v.

ORDER DENYING PLAINTIFF'S
MOTION FOR RECONSIDERATION

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MEDCO HEALTH SOLUTIONS,
INC., et al.,

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Defendants.

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BEFORE THE COURT is Plaintiff's Motion for Reconsideration (ECF No.

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27). This matter was submitted for consideration without oral argument. The

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Court has reviewed the briefing and the record and files herein, and is fully

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informed.

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BACKGROUND

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Plaintiff moves for reconsideration of the Court's May 2, 2014 Order

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granting Defendant's motion for judgment on the pleadings. In support of this

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motion, Plaintiff argues that the Court erroneously concluded that the Plan's one-

1 year limitations provision bars any claim arising from the denial of short-term
2 disability benefits, as opposed to only claims filed under ERISA § 502(a).

3 DISCUSSION

4 A court may review a motion for reconsideration under either Federal Rule
5 of Civil Procedure 59(e) (motion to alter or amend a judgment) or Rule 60(b)
6 (relief from judgment). *Sch. Dist. No. 1J v. ACandS, Inc.*, 5 F.3d 1255, 1262 (9th
7 Cir. 1993). “Reconsideration is appropriate if the district court (1) is presented
8 with newly discovered evidence, (2) committed clear error or the initial decision
9 was manifestly unjust, or (3) if there is an intervening change in controlling law.”
10 *Id.* at 1263. Reconsideration is properly denied when the movant “present[s] no
11 arguments . . . that had not already been raised” in the underlying motion. *Taylor*
12 *v. Knapp*, 871 F.2d 803, 805 (9th Cir. 1989).

13 Plaintiff argues, once again, that the Plan’s one-year limitations period for
14 claims arising from a denial of short-term disability benefits applies only to claims
15 filed under ERISA § 502(a). As the Court explained in its prior order, this is not a
16 reasonable interpretation of the policy because the Plan specifically provides that
17 *the Short-Term Disability Program is neither subject to nor governed by ERISA.*
18 ECF No. 25 at 9. Although the one-year limitations provision states that Plan
19 participants “have the right to file suit in federal court under ERISA § 502(a)” if
20 their claim for short-term disability benefits is denied, the fact of the matter is that

1 no such right exists. Consequently, any interpretation of the limitations provision
2 that limits its scope to claims filed under ERISA § 502(a) is not reasonable. *See*
3 *Weyerhaeuser Co. v. Commercial Union Ins. Co.*, 142 Wash. 2d 654, 669 (2000)
4 (“When interpreting a contract our primary goal is to discern the intent of the
5 parties, and such intent must be discovered from *viewing the contract as a whole.*”)
6 (emphasis added); *GMAC v. Everett Chevrolet, Inc.*, --- Wash. App. ---, 317 P.3d
7 1074, 1078 (2014) (“If *only one reasonable meaning can be ascribed to the*
8 *agreement when viewed in context*, that meaning necessarily reflects the parties’
9 intent[.]”) (emphasis added). Plaintiff’s motion for reconsideration is denied for
10 the reasons previously stated.

11 **IT IS HEREBY ORDERED:**

12 Plaintiff’s Motion for Reconsideration (ECF No. 27) is **DENIED**.

13 The District Court Executive is hereby directed to enter this Order and
14 provide copies to counsel.

15 **DATED** May 15, 2014.



Thomas O. Rice
THOMAS O. RICE
United States District Judge