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7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 SEAN POWELL,

11 Plaintiff,

12 v.

13 UNITED RENTALS (NORTH
14 AMERICA), INC.,

15 Defendant.

CASE NO. C17-1573JLR

ORDER

16 On March 6, 2019, the court held oral argument on Defendant United Rentals
17 (North America), Inc.'s ("United Rentals") motion to compel arbitration. (Mot. (Dkt.
18 # 62); *see also* 3/1/19 Order (Dkt. # 69).) During oral argument, the court raised the
19 possibility of transferring this matter to the United States District Court for the District of
20 Connecticut. The court raised this possibility in light of the clause in the arbitration
21 agreement at issue that grants that court, in addition to a Connecticut state court,

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1 “exclusive jurisdiction” to “interpret[] and enforce[] . . . the terms” of the arbitration
2 agreement. (See Marzulla Decl. (Dkt. # 64) ¶ 4, Ex. A (“Agreement”) § D.)

3 In the Ninth Circuit, a district court may raise *sua sponte* the issue of transfer as
4 long as the affected parties are given an opportunity to be heard. See *Lexington Ins. Co.*
5 *v. Centex Homes*, 795 F. Supp. 2d 1084, 1090 (D. Haw. 2011) (“The court may transfer
6 venue *sua sponte*, so long as the parties are first given an opportunity to present their
7 views on the issue.”) (citing *Costlow v. Weeks*, 790 F.2d 1486, 1488 (9th Cir. 1986)). In
8 a supplemental brief submitted after oral argument, Mr. Powell argues that *sua sponte*
9 transfer to the District of Connecticut would be improper under 28 U.S.C. § 1404(a).
10 (See Pl. Supp. Br. (Dkt. # 71).) United Rentals’ supplemental brief addresses a different
11 issue raised at oral argument but does not expressly discuss United Rentals’ position on
12 the appropriateness of transfer. (See Def. Supp. Br. (Dkt. # 72).) Accordingly, the court
13 ORDERS United Rentals to file, no later than Friday, March 22, 2018, at 5:00 p.m., a
14 second supplemental brief on the propriety of transfer to the District of Connecticut under
15 28 U.S.C. § 1404(a). United Rentals need not repeat the arguments regarding waiver it
16 made in its reply to Mr. Powell’s response to its motion to compel arbitration and at oral

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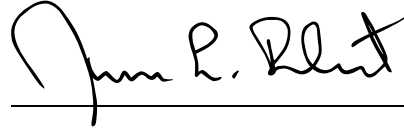
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1 argument. (*See* Reply (Dkt. # 68) at 3.) United Rentals shall limit its supplemental brief
2 to no more than five pages.

3 Dated this 19th day of March, 2019.

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6 The Honorable James L. Robart
7 U.S. District Court Judge
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