



1 I.

2 **BACKGROUND**

3 Beginning in 1996, Datacom and Charter Communications Entertainment II L.P. ("Charter  
4 Entertainment") entered into a series of one-year contracts in which Datacom would perform  
5 residential and commercial cable installation for Charter Entertainment. In 1998, Datacom entered  
6 into an installation contract that was effective from February 3, 1998 until December 31, 1998. In  
7 1999, Datacom and Charter Entertainment entered into another installation contract that was  
8 effective from January 15, 1999 to December 31, 1999. After the last written contract expired on  
9 December 31, 1999, Datacom continued to perform cable installation for Charter Entertainment.  
10 On November 1, 2001, Charter Entertainment terminated its business relationship with Datacom.

11 Plaintiffs' filed a First Amended Complaint ("FAC") against Defendants, alleging (1)  
12 breach of contract for termination without good cause, (2) breach of contract for failure to pay  
13 invoices within thirty days, (3) fraud, and (4) negligent misrepresentation. Plaintiffs based their  
14 claims on the existence of a purported written contract executed by Datacom and Charter  
15 Entertainment with an effective date of April 20, 2001 and termination date of April 30, 2002.

16 On April 21, 2005, the court granted Defendants' motion for summary judgment ("April 21  
17 order") because Datacom failed to produce significant probative evidence to demonstrate a  
18 genuine issue of material fact as to the existence of the purported contract. On the same date  
19 judgment was entered in favor of Defendants against Plaintiffs on all claims in the FAC. The  
20 court subsequently denied Plaintiffs' motion for reconsideration of the April 21 order. On July 20,  
21 2005, the court granted Defendants' motion for attorney's fees in the amount of \$190,808.76  
22 ("July 20 Order") against Plaintiffs Datacom and Moore.

23 Plaintiffs filed a motion for reconsideration of the July 20 Order.

24 II.

25 **ANALYSIS**

26 **A. Legal Standard for Motion for Reconsideration**

27 Pursuant to Central District of California, Local Rule 7-18 ("Local Rule 7-18"),  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

[a] motion for reconsideration of the decision on any motion may be made only on the grounds of (a) a material difference in fact or law from that presented to the Court before such decision that in the exercise of reasonable diligence could not have been known to the party moving for reconsideration at the time of such decision, or (b) the emergence of new material facts or a change of law occurring after the time of such decision, or (c) a manifest showing of a failure to consider material facts presented to the Court before such decision.

In addition, “[n]o motion for reconsideration shall in any manner repeat any oral or written argument made in support of or in opposition to the original motion.” Id.

**B. Plaintiffs’ Motion for Reconsideration**

Plaintiffs contend that the court should reconsider the July 20 Order because the court “made a manifest error of law and fact” by rejecting their contention that Moore was not a party to the contract claims in the FAC and, therefore, not subject to an award of attorney’s fees against him.

Local Rule 7-18 provides that a motion for reconsideration cannot repeat any arguments “made in support of or in opposition to the original motion.” In Plaintiffs’ opposition to Defendants’ motion for attorney’s fees, Plaintiffs asserted that Moore was not a party to the contract claims in the FAC and, consequently, not subject to an attorney’s fees award against him. The court addressed that contention in footnote one of the July 20 order and rejected it. Plaintiffs’ argument in the instant motion is a repetition of the same argument in its opposition to the Defendants’ motion for an award of attorney’s fees. As a result, Plaintiffs cannot reargue this point in a motion for reconsideration. Further, Plaintiffs have not made a showing of the existence of any of the three grounds in Local Rule 7-18.

The court will deny Plaintiffs’ motion for reconsideration.

⋮  
⋮  
⋮  
⋮  
⋮  
⋮  
⋮  
⋮

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

III.

DISPOSITION

ACCORDINGLY, IT IS ORDERED THAT:

Plaintiffs Datacom, Inc.'s, and Richard W. Moore's motion for reconsideration of the court's order granting defendants Charter Communications Holding Company, LLC's and Charter Communications, Inc.'s motion for attorney's fees is DENIED.

8/23/05

DATE

Robert J. Timlin

JUDGE, UNITED STATES DISTRICT COURT