

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF VIRGINIA
Alexandria Division

PATRICIA LEVIEGE,)	
)	
Plaintiff,)	
)	
v.)	1:16-cv-374 (LMB/IDD)
)	
VODAFONE US INC., d/b/a)	
VODAFONE AMERICAS)	
)	
Defendant.)	

ORDER

Before the Court is plaintiff’s Motion for Reconsideration (“Motion”) [Dkt. 19], to which defendant has replied. The Court finds that oral argument would not aid the decisional process. For the reasons that follow, plaintiff’s Motion will be denied.

On October 4, 2016, this Court entered an Order dismissing this civil action for lack of jurisdiction because plaintiff had signed a binding arbitration agreement with defendant. [Dkt. 18]. Specifically, the Court found that plaintiff’s employment letter, which she signed on March 26, 2014, stated that she “agree[d] that any dispute of any nature between [plaintiff] and the [defendant] will be resolved exclusively by the binding arbitration procedure set forth in the ADR Policy, rather than by a court or jury.” Id. at 2 (internal quotation marks omitted). The Court held that this language left “no room for doubt” that plaintiff had agreed to arbitrate any dispute between herself and defendant. Id. at 4. The Court also observed that the ADR Policy cited by the employment letter “made it clear that employees who have signed offer letters after 1997 generally have agreed to binding arbitration,” because the ADR Policy said that “[b]eginning in 1997, all new employees are required as a condition of employment to agree to submit all unresolved disputes to arbitration.” Id. at 3–4.

Plaintiff's Motion argues that the ADR Policy supplied by the defendant was not the policy that plaintiff had been given at the time she signed the employment letter. In particular, the language explaining that employment letters signed after 1997 usually contain an arbitration clause is omitted. Pl. Aff. Ex. B. The ADR Policy that plaintiff actually had when she signed the employment letter said that "any unresolved dispute between you and [defendant] will be resolved by binding arbitration. Id. If you have not signed an arbitration agreement, you may voluntarily agree to arbitration, and are strongly encouraged to do so." Id.

A party seeking reconsideration under Federal Rule of Civil Procedure 60(b) must make a showing that she has a "meritorious . . . claim" such that granting reconsideration would not be "a futile gesture." Boyd v. Bulala, 905 F.2d 764, 769 (4th Cir. 1990). Plaintiff has not done so. The minor wording adjustments to the ADR Policy do not muddy the crystal clear language of the arbitration agreement that plaintiff signed in her employment letter. That employment letter requires plaintiff to resolve any dispute with defendant "exclusively by . . . binding arbitration[.]" Pl. Aff. Ex. A. Accordingly, it is hereby

ORDERED that the plaintiff's Motion [Dkt. 18] be and is DENIED.

The Clerk is directed to forward copies of this Order to counsel of record.

Entered this 9th day of November, 2016.

Alexandria, Virginia



/s/ Leonie M. Brinkema
United States District Judge