

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WISCONSIN

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HY CITE ENTERPRISES, LLC,

Plaintiff,

v.

STEVEN POLLACK,

Defendant.

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ORDER

12-cv-73-bbc

Defendant Steven Pollack has filed a motion for reconsideration of the March 27, 2012 order preliminarily enjoining him from pursuing his arbitration demand against plaintiff Hy Cite Enterprises, LLC. I granted plaintiff's motion for a preliminary injunction because defendant had failed to show that any of the claims he listed in the arbitration demand were subject to an arbitration agreement.

Plaintiff relied on a 1987 agreement called "Royal Prestige Distributor Agreement," which included an arbitration clause that was "specifically confined to the interpretation of . . . Part IV of this Agreement and any portions of the Distributor's Manual incorporated herein and relevant to such dispute." However, he failed to develop an argument in his brief showing that any provision in Part IV was a subject of his arbitration demand and he did not rely on or discuss the content of the distribution manual.

Defendant attempts to fix this problem in his motion for reconsideration by raising

arguments about various provisions in Part IV of the agreement as well as the distribution manual. However, a motion for reconsideration may not be used "to advance arguments or theories that could and should have been made before the district court" issued its decision. LB Credit Corp. v. Resolution Trust Corp., 49 F.3d 1263, 1267 (7th Cir. 1995). If defendant believes that he can prove that the arbitration provision encompasses any part of his arbitration demand, he will have to wait until summary judgment to make that showing.

#### ORDER

IT IS ORDERED that defendant Steven Pollack's motion for reconsideration, dkt. #29, is DENIED.

Entered this 14th day of June, 2012.

BY THE COURT:

/s/

BARBARA B. CRABB

District Judge