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28UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIAISRAEL DISCOUNT BANK OF NEW  
YORK,

Plaintiff,

No. C 10-5047 PJH

v.

**ORDER GRANTING MOTION FOR  
LEAVE TO AMEND**

SIMIS INC., et al.,

Defendants.

Defendants World of Charms, Inc., SIMSF, Inc., SIMUS, Inc., Adi Simayof, and Sarit Simhayoff Cohen seek leave to file a second amended answer and counterclaim. Having read the parties' papers and carefully considered their arguments and the relevant legal authority, the court hereby GRANTS the motion.

Federal Rule of Civil Procedure 15 provides that leave to amend shall be freely given. Fed. R. Civ. P. 15(a); see also, e.g., Chodos v. West Pub. Co., 292 F.3d 992, 1003 (9th Cir. 2002) (leave to amend granted with "extreme liberality"). Leave to amend is thus ordinarily granted unless the amendment is futile, would cause undue prejudice to the defendants, or is sought by plaintiffs in bad faith or with a dilatory motive. Foman v. Davis, 371 U.S. 178, 182 (1962); Smith v. Pacific Properties and Dev. Corp., 358 F.3d 1097, 1101 (9th Cir. 2004).

Plaintiff raises some possibly meritorious arguments regarding the futility of the

1 proposed additions. However, with regard to the remaining factors, the fact that neither  
2 party has conducted discovery with regard to plaintiff's contract claims strongly militates in  
3 favor of allowing defendants to amend their answer and counterclaims.

4 The amended answer and counterclaims shall be filed no later than September 7,  
5 2011.

6 The date for the hearing on the motion, previously set for September 21, 2011, is  
7 VACATED.

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9 **IT IS SO ORDERED.**

10 Dated: September 1, 2011



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PHYLLIS J. HAMILTON  
United States District Judge

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