

ARGUMENT

Fed. R. Civ. P. 15(a) states that leave to amend “shall be freely given when justice so requires.” This rule “evinces a bias in favor of granting leave to amend.” *Dussouy v. Gulf Coast Inv. Corp.*, 660 F.2d 594, 597 (5th Cir. 1981); see *Lyn-Lea Travel Corp. v. Am. Airlines, Inc.*, 283 F.3d 282, 286 (5th Cir. 2002). Determining whether to grant leave rests within the sound discretion of the trial court. See *Southmark Corp. v. Schulte Roth & Zabel (In re Southmark Corp.)*, 88 F.3d 311, 314 (5th Cir.1996). However, this discretion should not permit denial of leave if the district court lacks a “substantial reason.” *Jamieson v. Shaw*, 772 F.2d 1205, 1208 (5th Cir. 1985). In considering whether to grant leave to amend, a court may consider such factors as undue delay, bad faith or dilatory motive on the part of the movant, repeated failure to cure deficiencies by amendments previously allowed, undue prejudice to the opposing party by virtue of allowance of the amendment, and futility of amendment. See *Foman v. Davis*, 371 U.S. 178, 182 (1962).

There is no undue delay, bad faith, or dilatory motive on Bedrock’s part. The parties have not yet submitted their joint Docket Control or Discovery Orders, and the trial date is more than a year away. See September 14th, 2009 Order (Dkt. No. 78).

CONCLUSION

For the reasons set forth above, Bedrock respectfully requests that the Court grant its motion for leave to amend.

DATED: October 30, 2009

Respectfully submitted,

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CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing document was filed electronically in compliance with Local Rule CV-5(a). As such, this document was served on all counsel who have consented to electronic service on this, the 30th day of October, 2009. Local Rule CV-53(a)(3)(A).

CERTIFICATE OF CONFERENCE

On October 27th, 2009, Bedrock asked the Defendants who have filed an answer in this case whether they would oppose Bedrock's Motion for Leave to File its First Amended Complaint. Defendants Softlayer Technologies Inc., Yahoo! Inc, MySpace Inc. Amazon.com Inc., PayPal Inc., AOL LLC, and CME Group Inc. indicated that they would not oppose. As of the time of filing this motion, Bedrock has not heard from Defendants Google Inc. and Match.com LLC. Bedrock assumes, therefore, that Google Inc. and Match.com LLC oppose this Motion.

/s/ Austin Curry
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