



4. The Motion to Transfer Venue raises an issue of great importance in this case. Its resolution will determine which Court's resources will be employed in managing this case, as well as the financial and other resources the parties, and even non-parties, will be required to devote to this litigation. Consequently, it is particularly important that Match.com, which bears the burden on the underlying motion, be allowed to fully address the arguments and evidence presented by B.E. in its response brief.

6. B.E.'s response memorandum contains arguments that are contradictory or could not reasonably have been anticipated by Match.com. For example, B.E. has argued that this action should be consolidated with its 18 other contemporaneously-filed patent lawsuits (ECF #25), yet in arguing against transfer, B.E. frames the issue in terms of the circumstances and convenience of the two individual parties to the instant action.

7. Like in an analogous Section 1404 motion in a case of this type, briefing must address multiple factors and circumstances. While Match.com is committed to its reply being as concise as possible, coverage of the issues meriting a reply appears likely to require more than the 5 pages normally permitted by Local Rule 7.2(e). This motion respectfully requests authorization to use up to 10 pages for such purpose.

**CERTIFICATION OF CONSULTATION**

Pursuant to LR 7.2(a)(1)(B), the undersigned certifies that counsel for Match.com, Jonathan Rose, spoke with counsel for B.E. Technologies, Adam Simpson, by telephone on February 28, 2013, and received follow-up correspondence from Mr. Simpson by e-mail, in which Mr. Simpson conditioned assent to the relief sought in the instant motion on a stipulation that Match.com “not introduce new evidentiary matter and does not introduce arguments that could reasonably have been anticipated when it filed its original motion.” Match.com believes that such a condition is unduly vague and subjective, and, in any event, inappropriate under the present circumstances. Therefore the parties are at an impasse.

s/ Jonathan D. Rose  
Jonathan D. Rose

Respectfully submitted,

s/ Jonathan D. Rose

Jonathan D. Rose (No. 20967)  
BRADLEY ARANT BOULT CUMMINGS LLP  
1600 Division Street, Suite 700  
Nashville, Tennessee 37203  
(615) 252-2308  
E-Mail: jrose@babco.com

Steven G. Schortgen  
steve.schortgen@klgates.com  
Jennifer Klein Ayers  
jennifer.ayers@klgates.com  
K&L GATES LLP  
1717 Main Street, Suite 2800  
Dallas, TX 75201  
(214) 939-5500

Sanjay K. Murthy  
sanjay.murthy@klgates.com  
Christopher E. Hanba  
christopher.hanba@klgates.com  
K&L GATES LLP  
70 W. Madison Street, Suite 3100  
Chicago, Illinois 60602-4207  
(312) 372-1121

*Attorneys for Defendant*

### CERIFICATE OF SERVICE

I hereby certify that on March 1, 2013, the foregoing is being served the foregoing via the Court's Electronic Filing System, upon the following:

Craig Robert Kaufman  
Robert Edward Freitas  
Hsiang Hong Lin  
Qudas B. Olaniran  
FREITAS TSENG & KAUFMAN, LLP  
100 Marine Parkway, Suite 200  
Redwood Shores, CA 94065

Richard M. Carter  
Adam Calhoun Simpson  
MARTIN TATE MORROW & MARSTON  
International Place, Tower II  
6410 Poplar Ave., Ste. 1000  
Memphis, TN 38119

/s/ Jonathan D. Rose  
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Jonathan D. Rose