

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION**

BLITZSAFE TEXAS, LLC,

Plaintiff,

v.

HONDA MOTOR CO., LTD, et al.,

Defendants.

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No. 2:15-CV-01274 (Lead Case)

**PLAINTIFF BLITZSAFE TEXAS LLC’S MOTION FOR LEAVE  
TO EXCEED PAGE LIMITATIONS**

Plaintiff files this partially unopposed<sup>1</sup> Motion requesting leave to exceed the page limitations for Plaintiff’s reply claim construction by five pages, *i.e.*, from ten to fifteen pages. Good cause supports the extension. Plaintiff requests leave to exceed the page limitations in order to respond to Defendants’ arguments regarding collateral estoppel and indefiniteness raised for the first time in Defendants’ responsive claim construction brief (Docket No. 101).

**I. Good Cause Exists to Increase the Page Limitations**

**A. Legal Standard**

The page limitations for dispositive motions pursuant to Local Rule CV-7(a) apply to claim construction briefing unless the Court orders otherwise. P.R. 4-5(e). Therefore, Local Rule CV-7(a) limits reply claim construction briefing to ten pages. This limitation, however, may be modified for good cause with the Court’s consent. Fed. R. Civ. P. 16(b). Indeed, this Court has routinely granted a party’s request to file excess pages in order fully brief a relevant

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<sup>1</sup> Blitzsafe agreed not to oppose Defendants’ request for up five additional pages for their responsive claim construction brief. Defendants refused to provide Blitzsafe with the same courtesy.

issue. *See, e.g., Waterman v. McKinney Indep. Sch. Dist.*, No. 4:13-cv-170, 2014 WL 2611185, at \*6 (E.D. Tex. June 11, 2014).

### **B. Defendants' Responsive Brief Raises Issues of Collateral Estoppel and Indefiniteness to Which Plaintiff Must Respond**

Plaintiff filed its Opening Claim Construction Brief on May 13, 2016, addressing the twelve groups of claim terms currently in dispute between the parties within the 30-page limit pursuant to Local Rule CV-7(a) (Docket No. 98). Defendants' counsel contacted Plaintiff's counsel requesting that Plaintiff agree not to oppose Defendants' Motion for leave to exceed the page limitation. Counsel reached an agreement and Plaintiff's counsel has accordingly lodged no objection to Defendants' motion for leave to exceed the page limitations for their responsive claim construction brief.

Defendants then filed their responsive claim construction brief, using the excess pages not to respond to Plaintiff's substantive arguments with respect to the disputed claim terms, but to raise issues of collateral estoppel and indefiniteness under *IPXL Holdings, L.L.C. v. Amazon.com, Inc.*, 430 F.3d 1377, 1384 (Fed. Cir. 2005). Because Plaintiff must not only reply to Defendants' substantive claim construction arguments but also oppose legal arguments raised for the first time in their responsive brief, Plaintiff respectfully requests leave to exceed the page limitations in order to do so.

## **II. Conclusion**

For the reasons set forth above, Plaintiff respectfully requests the Court grant its motion to increase the page limit for Plaintiff's reply claim construction brief from ten pages to fifteen pages.

Dated: June 3, 2016

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**ATTORNEYS FOR PLAINTIFF,**

**BLITZSAFE TEXAS, LLC**

**CERTIFICATE OF SERVICE**

The undersigned certifies that all counsel of record who have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system per Local Rule CV-5(a)(3) on this 3rd day of June, 2016.

/s/ Alessandra Carcaterra Messing  
Alessandra Carcaterra Messing

**CERTIFICATE OF CONFERENCE**

The undersigned hereby certifies that, in accordance with Local Rule CV-7(h), on June 3, 2016, Peter Lambrianakos and the undersigned met and conferred with Joseph M. Beauchamp, counsel for Honda, representing Defendants, about whether Defendants were opposed to this motion and the relief requested. Defendants' counsel stated that it does not oppose two pages would not consent to a total of five additional pages.

/s/ Alessandra Carcaterra Messing  
Alessandra Carcaterra Messing