ORDER denying 393 Motion for Leave to File. Plaintiff Protegrity Corporation moves for leave to add Protegrity USA, Inc. (PUSA) as a co-plaintiff for the purpose of pursuing a claim for lost profits against defendant Voltage Security, Inc. following the Court's refusal to permit Protegrity to pursue such a claim itself. Voltage opposes the motion on the grounds that PUSA lacks standing to sue for lost profits, Protegrity has failed to show good cause as required by Fed. R. Civ. P. 16(b), and permitting Protegrity to add PUSA at this stage of the case would be inequitable. For the following reasons, the Court concludes that the motion should be denied. Protegrity's request for leave to add a new party after the deadline in the scheduling order is governed by the good cause standard of Rule 16(b). Determining whether good cause has been shown is a context specific task that requires consideration of numerous factors including the interest to be served by adding the new party, the moving party's diligence, the age and stage of the case, whether adding the new party will inject new issues into the case resulting in a need for more discovery and motion practice prior to trial, and the risk of undue prejudice to the opposing party. Here, Protegrity had adequate time to add PUSA as a party within the period permitted by the scheduling order as amended. Voltage challenged Protegrity's right to recover lost profits under applicable law, which put Protegrity on notice that it might not be able to recover lost profits unless PUSA were added as a co-plaintiff. After the time for adding parties expired, Voltage successfully moved for summary judgment on the issue of lost profits. Only then did Protegrity seek leave to add PUSA as a co-plaintiff. Whether PUSA has standing to sue for lost profits depends on whether at the pertinent time PUSA had an exclusive license entitling it to sue alleged infringers. This issue cannot be resolved as a matter of law on the existing record because there is no written license agreement between Protegrity and PUSA, the only evidence of the existence of an exclusive license agreement is a one-sentence declaration of Protegrity's former CFO, and other evidence suggests that any license was not exclusive. Given this record, injecting the issue of PUSA's standing into the case over Voltage's objection would require the Court to give Voltage an opportunity to engage in discovery concerning the terms of the alleged agreement between Protegrity and PUSA then engage in additional motion practice prior to the jury trial, which is scheduled to begin in two weeks and cannot be delayed. Burdening Voltage in this manner on the eve of a lengthy trial would be unreasonable. Having successfully moved for summary judgment on the lost profits issue in a timely manner, Voltage should be able to devote its attention to preparing for trial without having to litigate the issue of PUSA's standing. Finally, it does not appear that allowing PUSA to be added as a party is necessary to avoid manifest injustice. If Protegrity prevails at trial, it can obtain significant monetary relief in the form of a reasonable royalty even without PUSA in the case as a co-plaintiff. Accordingly, the motion is hereby denied. So ordered. Signed by Judge Robert N. Chatigny on 3/29/14. (Chatigny, Robert) (Entered: 03/29/2014)