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Attorneys for Defendant  
AGIS Software Development LLC.

22 UNITED STATES DISTRICT COURT  
23 NORTHERN DISTRICT OF CALIFORNIA  
24 OAKLAND DIVISION

25 Case No. 18-cv-06185-HSG

26 ZTE (USA) INC.,

27 Plaintiff,

28 v.

AGIS SOFTWARE DEVELOPMENT LLC,

Defendants.

**STIPULATION TO EXTEND DEADLINE TO  
RESPOND TO FIRST AMENDED  
COMPLAINT (L.R. 6-1(a))**

Amended Complaint Filed: 31-DEC-2018  
Agreed deadline to Respond: 22-JAN-2019

1 Pursuant to Civil Local Rule 6-1(a), Defendant AGIS Software Development LLC (“AGIS  
2 Software”) and Plaintiff ZTE (USA) Inc. (“ZTE”), by and through their respective counsel of record,  
3 hereby stipulate as follows:

4 **WHEREAS**, on October 9, 2018, ZTE filed its initial complaint against AGIS Software,  
5 AGIS Holdings, Inc. (“AGIS Holdings”), and Advanced Ground Information Systems, Inc. (“AGIS,  
6 Inc.”), seeking a judicial declaration of non-infringement, invalidity, and/or unenforceability as to  
7 U.S. Patent Nos. 8,213,970 (the “970 Patent”); 9,408,055 (the “055 Patent”); 9,445,251 (the “251  
8 Patent”); 9,467,838 (the “838 Patent”); and 9,749,829 (the “829 Patent”) (collectively, the  
9 “Patents-in-Suit”) (Dkt. 1);

10 **WHEREAS**, on November 1, 2018, counsel for the defendants signed a waiver of service of  
11 the complaint, which was filed on November 16, 2018, and which set the deadline for the defendants  
12 to respond to the complaint for December 31, 2018 (Dkt. 16);

13 **WHEREAS**, on December 31, 2018, prior to the defendants filing their response to the  
14 initial complaint, ZTE filed a First Amended Complaint (“FAC”), removing AGIS, Inc. and AGIS  
15 Holdings as named defendants (Dkt. 18);

16 **WHEREAS**, the parties agreed to set the deadline for AGIS Software to respond to the FAC  
17 for January 22, 2019;

18 **WHEREAS**, under Civil Local Rule 6-1(a), parties may stipulate in writing, without a court  
19 order, to extend the time within which to answer or otherwise respond to a complaint; and

20 **WHEREAS**, extending the deadline for AGIS Software to respond to ZTE’s FAC will not  
21 alter the date of any event or any deadline already fixed by Court Order;

22 **NOW, THEREFORE**, pursuant to Civil Local Rule 6-1(a), the parties hereby stipulate and  
23 agree that AGIS Software’s deadline to respond to the ZTE’s FAC (answer, move, or otherwise  
24 respond) is extended to and includes **Tuesday, January 22, 2019**.

25 **IT IS SO STIPULATED.**  
26  
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1  
2 Dated: January 16, 2019

BROWN RUDNICK, LLP

3  
4 By: /s/Sarah G. Hartman  
5 Sarah G. Hartman  
6 Attorneys for Defendant  
AGIS Software Development LLC

7 Dated: January 16, 2019

FINNEGAN, HENDERSON, FARABOW,  
GARRETT & DUNNER, LLP

8  
9 By: /s/Lionel M. Lavenue  
10 Lionel M. Lavenue  
11 Attorneys for Plaintiff  
12 ZTE (USA) Inc.

13 **ATTESTATION**

14 Counsel for Defendant hereby attests by her signature below that concurrence in the filing of  
15 this document was obtained from counsel for Plaintiff.

16  
17 Dated: January 16, 2019

BROWN RUDNICK, LLP

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20 By: /s/Sarah G. Hartman  
21 Sarah G. Hartman  
22 Attorneys for Defendant  
23 AGIS Software Development LLC,  
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