Exhibit B

From: Taylor, Jeremy
Sent: Wednesday, July 21, 2021 4:25 PM
To: Enrique Iturralde; Jennifer Truelove; kurt@truelovelawfirm.com; Amy Park; Peter Lambrianakos; sbaxter@mckoolsmith.com; Vincent Rubino; Fred Fabricant
Cc: DL Lyft AGIS
Subject: AGIS v. Lyft--infringement contentions deficiencies

Counsel,

I'm writing concerning AGIS's infringement contentions served on Lyft on May 19, 2021.

While AGIS's infringement contentions identify certain infringement theories and evidence, they also seek to broadly, and improperly, rely on undisclosed theories and evidence not identified in the contentions. For example, AGIS alleges infringement of "at least the following claims of the Patents-in-Suit . . . ." and reserves the right to later add additional asserted claims. *See* May 19, 2021 Infringement Contentions at 2. This approach is repeated throughout the infringement contentions, where AGIS refers to its infringement theories and evidence as exemplary, using language such as "for example," "at least," "representative," and "preliminary identification." *Id*. at 1–5.

With respect to theories of infringement under the doctrine of equivalents, AGIS states in its infringement contentions that it is relying on the doctrine of equivalents to support its infringement theories but fails to provide any evidence or specific contentions supporting this statement. *See generally* May 19, 2021 Infringement Contentions at 3, Exhibits A–E. This is inadequate disclosure. If AGIS intends to rely on a doctrine of equivalents theory, it needed to provide all bases for that allegation in its infringement contention.

Additionally, AGIS alleges that Lyft indirectly infringes each of the asserted claims, but does not specifically identify who would directly infringe under this theory or provide supporting evidence for AGIS's indirect infringement allegations. *See* May 19, 2021 Infringement Contentions at 3–4, Exhibits A–E. This is insufficient disclosure of AGIS's indirect infringement theory.

With respect to the accused instrumentalities, AGIS's generic reference to "Lyft applications, services and servers" is insufficient to provide adequate notice of what AGIS accuses of infringement. The infringement charts appear to only specifically identify where elements of each asserted claim is found within the accused Lyft iOS App without evidence or explanation for how the allegations against the iOS app could apply to any other application, service, or server. AGIS's conclusory statement that the provided claim charts are "representative for all other such applications, services, or servers including all prior and future versions unless otherwise noted," without any supporting evidence or explanation, fails to provide proper notice of infringement beyond those products specifically described in the claim charts. *See* May 19, 2021 Infringement Contentions at 3.

With respect to the priority dates of the asserted patents, AGIS states that each of the asserted claims of the Patents-in-Suit is entitled to a priority date of "at least as early as" September 21, 2014. *See* May 19, 2021 Infringement Contentions at 4. If AGIS intends to rely on a priority date earlier than September 21, 2004, it should have been stated in its infringement contentions, in accordance with the Local Patent Rules.

Turning to AGIS's specific allegations with respect to Claim 13 of the '970 Patent, AGIS does not provide any supporting evidence regarding infringement by any accused products, and as a result, AGIS has not provided adequate notice of infringement for at least this claim. *See* May 19, 2021 Infringement Contentions at Exhibit D.

The infringement theories, and evidence AGIS intends to rely on to support those theories that AGIS is aware of, or should be aware of, from publicly-available or other sources, must be identified in AGIS's infringement contentions to provide Lyft adequate notice of AGIS's infringement theories. *See, e.g.*, *UltimatePointer, LLC v. Nintendo Co.*, No. 6:11-CV-496, 2013 WL 12140173, at *2 (E.D. Tex. May 28, 2013) (Plaintiff has a "duty of providing infringement contentions that are reasonably precise and detailed to provide defendants with adequate notice of the plaintiffs theories of infringement."); *Eolas Techs. Inc. v. Amazon.com, Inc.*, No. 6:15-CV-01038, 2016 WL 7666160, at *3 (E.D. Tex. Dec. 5, 2016) (explaining that the use of vague, "boilerplate language also does not reserve any special right for Plaintiff to assert DOE contentions at a time of its choosing."); *Traxcell Techs., LLC v. Huawei Techs. USA Inc.*, No. 2:17-CV-00042, 2017 WL 6559256, at *4 (E.D. Tex. Dec. 21, 2017) ("The point of [infringement contentions] is for Traxcell to solidify, to the best it can at this stage, the theory of how the accused products infringe the asserted claims. Traxcell's infringement contentions make it impossible for a defendant to determine the theory of infringement with any certainty.").

Lyft is relying on AGIS's infringement contentions—including the disclosed infringement theories, cited evidence, identified alleged direct infringers—to defend itself in this case and to prepare for the upcoming claim construction process. Any later supplementation or amendment of the infringement contentions seeking to add new theories or evidence based on information currently available to AGIS would be untimely and would prejudice Lyft's ability to defend itself in this case.

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