

# Exhibit 1

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 20 *AGIS Software Development LLC*

21 **UNITED STATES DISTRICT COURT**  
 22 **NORTHERN DISTRICT OF CALIFORNIA**

23 LYFT, INC.,

24 *Plaintiffs,*

25 v.

26 AGIS SOFTWARE DEVELOPMENT LLC,

27 Defendant.

Case No. 5:21-cv-04653-BLF

**DEFENDANT AGIS SOFTWARE  
 DEVELOPMENT LLC'S DISCLOSURE  
 OF ASSERTED CLAIMS AND  
 INFRINGEMENT CONTENTIONS**

**Hon. Judge Beth Labson Freeman**

1 Defendant AGIS Software Development LLC (“AGIS Software”) hereby makes the  
 2 following infringement disclosure under the Patent Local Rules with respect to United States Patent  
 3 Nos. 7,031,728; 7,630,724; 8,213,970; 10,299,100; and 10,341,838 (collectively, the “Patents-in-  
 4 Suit”). AGIS Software’s investigation is ongoing and discovery has not yet commenced.  
 5 Accordingly, these disclosures are based on information available to AGIS Software at this time.  
 6 AGIS Software reserves the right to supplement this disclosure after further discovery regarding the  
 7 Lyft Accused Products set forth below. AGIS Software also reserves the right to assert additional  
 8 claims of the Patents-in-Suit, accuse different products, or find literal and/or equivalent infringing  
 9 elements in the Lyft Accused Products.<sup>1</sup>

10 **I. DISCLOSURE OF ASSERTED CLAIMS AND INFRINGEMENT CONTENTIONS**  
 11 **PURSUANT TO PATENT LOCAL RULE 3-1**

12 **A. ASSERTED CLAIMS**

13 Plaintiff Lyft Inc. (“Plaintiff” or “Lyft”) has infringed and continues to infringe at least the  
 14 following claims of the Patents-in-Suit in connection with the Lyft Accused Products set forth  
 15 below:

- 16 • Claim 7 of U.S. Patent No. 7,031,728 (the “’728 Patent”);
- 17 • Claims 9, 12-16 of U.S. Patent No. 7,630,724 (the “’724 Patent”);
- 18 • Claims 2, 10, 12-13 of U.S. Patent No. 8,213,970 (the “’970 Patent”);
- 19 • Claims 1-31 of U.S. Patent No. 10,299,100 (the “’100 Patent”); and
- 20 • Claims 1-26 of U.S. Patent No. 10,341,838 (the “’838 Patent”).

21  
 22  
 23 <sup>1</sup> These infringement contentions are provided on a provisional basis to comply with the deadline  
 24 for P.L.R. 3-1. However, at this time, there is no operative complaint asserting non-infringement of  
 25 any patent claim in this action, and these contentions are not responsive to any claim or cause of  
 26 action. AGIS Software reserves the right to update these contentions upon receipt of an amended  
 27 complaint. These March 18, 2022 amended contentions do not add or modify any theories of  
 28 infringement and are provided solely for the purpose of making clear that AGIS Software does not  
allege infringement of any Lyft iOS-based applications and that AGIS Software does not rely on  
any Apple products.

1 AGIS Software reserves the right to seek leave of court to add, delete, substitute, or  
2 otherwise amend this list of asserted claims should further discovery, the Court's claim construction,  
3 or other circumstances so merit.

#### 4 **B. ACCUSED INSTRUMENTALITIES**

5 AGIS Software is currently aware that the following Lyft Products infringe each of the  
6 Patents-in-Suit, either alone or in concert with one or more other Lyft Accused Products:

- 7 • Lyft applications, services, and servers; and
- 8 • Lyft Driver applications, services, and servers.

9 AGIS Software reserves the right to amend this list of accused instrumentalities, as well as  
10 other information contained in this document and the exhibits hereto, to incorporate new information  
11 learned during the course of discovery including, but not limited to, the inclusion of newly-released  
12 products or any other equivalent devices ascertained through discovery.

#### 13 **C. CLAIM CHARTS**

14 Claim charts identifying a location of every element of every asserted claim of the Patents-  
15 in-Suit within Lyft Accused Products are attached hereto as Exhibits A-E. AGIS Software believes  
16 that the citations in the claim charts are representative of all Lyft Accused Products. For example,  
17 where AGIS Software cites reference material or images representing an application, service, or  
18 server that citation is representative for all other such applications, services, or servers including all  
19 prior and future versions unless otherwise noted. AGIS Software reserves the right to amend these  
20 claim charts as well as other information contained in this document and the exhibits hereto, to  
21 incorporate new information learned during the course of discovery including, but not limited to,  
22 information that is not publicly available or readily discernible without discovery. AGIS Software  
23 further reserves the right to amend these claim charts, as well as other information contained in this  
24 document and the exhibits attached hereto, pursuant to Patent Local Rules 3-1(g) and 3-6.

#### 25 **D. LITERAL INFRINGEMENT AND DOCTRINE OF EQUIVALENTS**

26 AGIS Software asserts that, under the proper construction of the asserted claims and their  
27 claim terms, the limitations of the asserted claims of the Patents-in-Suit are literally present in the  
28

1 Lyft Accused Products as set forth in the claim charts attached hereto as Exhibits A-E. AGIS  
 2 Software contends that any and all elements found not to be literally infringed are infringed under  
 3 the doctrine of equivalents because the differences between the claimed inventions and the accused  
 4 instrumentalities, if any, are insubstantial.

5 AGIS Software contends that Lyft directly infringes the asserted claims by making, using,  
 6 offering for sale, selling, and importing into the United States the accused instrumentalities as well  
 7 as indirectly infringe by contributing to and/or inducing others (*e.g.*, Lyft customers or its Lyft  
 8 customers' customers) to directly infringe those claims by making, using, offering for sale, or selling  
 9 the Lyft Accused Products. AGIS Software contends that Lyft directly infringes the asserted claims  
 10 by testing the Lyft Accused Products in the United States.

11 Pursuant to Patent Local Rule 3-6(a)(1), AGIS Software reserves the right to amend its  
 12 Infringement Contentions as to literal infringement or infringement under the doctrine of  
 13 equivalents, *e.g.*, in light of the Court's claim construction.

#### 14 **E. PRIORITY DATES**

15 Under P.R. 3-1(e), each of the asserted claims of the Patents-in-Suit are entitled to a priority  
 16 date of at least as early as September 21, 2004.<sup>2</sup> AGIS Software reserves the right to establish an  
 17 earlier date of invention based upon actions related to conception and reduction to practice of the  
 18 claimed inventions.

#### 19 **F. AGIS SOFTWARE'S OWN PRODUCTS**

20 Pursuant to P.R. 3-1(f), AGIS Software contends that AGIS, Inc.'s LifeRing products are  
 21 covered by at least one of claim 7 of the '728 Patent; claims 9, 12-16 of the '724 Patent; claims 2,  
 22 10-13 of the '970 Patent; claims 1-31 of the '100 Patent; and claims 1-26 of the '838 Patent. AGIS  
 23 Software's investigation is ongoing and AGIS Software reserves the right to supplement, amend, or  
 24 amend these contentions in view of facts learned during discovery, the release of new products, or  
 25 the modification of current products, and/or the Court's claim construction.

26 \_\_\_\_\_  
 27 <sup>2</sup> AGIS continues to rely on interim priority dates identified in each of the Patents-in-Suit to establish  
 28 priority prior to the actual filing date of the Patents-in-Suit (*e.g.*, interim priority date April 17, 2006

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