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 20 *AGIS Software Development LLC*

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

23 LYFT, INC.,

24 *Plaintiff,*

25 v.

26 AGIS SOFTWARE DEVELOPMENT LLC,

27 Defendant.

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

**DEFENDANT AGIS SOFTWARE  
 DEVELOPMENT LLC'S REPLY IN  
 SUPPORT OF MOTION FOR LEAVE TO  
 AMEND INFRINGEMENT  
 CONTENTIONS PURSUANT TO  
 PATENT LOCAL RULE 3-6 (DKT. 84)**

**Hon. Judge Beth Labson Freeman**

1 Lyft misconstrues the issue at hand. AGIS Software does not seek to 'amend its deficient  
2 infringement contentions," but rather, seeks to remove information from its infringement  
3 contentions that was inadvertently included. AGIS Software merely sought to make clear that it is  
4 not accusing any Apple products or iOS systems, and sought to remove any disclosures that  
5 suggested that it was doing so.

6 Lyft's disputes from the Eastern District of Texas ("EDTX") action are irrelevant here. Dkt.  
7 102 at 1-3. The infringement contentions submitted in the EDTX action are separate and apart from  
8 the infringement contentions submitted by AGIS Software here. Lyft should not be permitted to  
9 import the disputes from the EDTX action, which Lyft concedes was dismissed for improper venue  
10 to manufacture the same disputes in this Court where no such disputes exist. Nonetheless, AGIS  
11 Software disputes that its infringement contentions in the EDTX action were deficient where AGIS  
12 Software included publicly available information and amended its infringement contentions on at  
13 least two instances to include references to Lyft's source code which was reviewed and added in  
14 accordance with the Patent Local Rules. Further, AGIS Software disagrees that its infringement  
15 allegations were directed to only Lyft's iOS applications, where AGIS Software identified and  
16 accused Lyft applications, services, and servers, and Lyft Driver applications, services, and servers.  
17 Further, AGIS Software had disclosed that the version of the Lyft product it had charted in its  
18 contentions was *a representative* product, representative of all versions of the Accused Products.  
19 To allege that AGIS software only accused Lyft's iOS applications is a misrepresentation and is  
20 inconsistent with the disclosures in the both the EDTX case and the present litigation.

21 In addition, AGIS Software's additional screenshots are largely replacements of the  
22 information in its original infringement contentions, showing the exact same accused features in  
23 Android as previously shown in the iOS screenshots in a good faith effort to remove any doubt  
24 regarding AGIS Software's representation that it is not asserting infringement of Lyft iOS  
25 applications or Apple products. The replacements are necessary because Lyft refuses to accept this  
26 representation as evidence by Lyft's opposition. As shown in the red-lined versions submitted to  
27 this Court (Dkt. 104), AGIS removed certain items that were inadvertently included in its original

1 infringement contentions in this action and replaced them with the appropriate evidence. Lyft seeks  
2 to compare infringement contentions that were disclosed in the EDTX action with the present action.  
3 Lyft's comparison of the infringement contentions in the EDTX and present litigation are improper,  
4 as AGIS Software did not seek to incorporate its infringement contentions from the EDTX litigation  
5 and accordingly, its motion for leave to amend its infringement contentions are limited to the present  
6 litigation.

7 Lyft's reliance on *RideApp, Inc. v. Lyft, Inc.* is unavailing where the Court noted that  
8 "RideApp did not serve any infringement contentions in compliance with Patent Local Rule 3-1 by  
9 the April 3 deadline, nor does it appear that it has done so since that time." No. 4:18-cv-07152-JST,  
10 Dkt. 84 at 2 (N.D. Cal. May 14, 2019). Further, RideApp sought to amend its infringement  
11 contentions to "add Lyft's scooter products and Claims 1, 4, and 5 of the '730 Patent to the  
12 complaint." *Id.* at 5. In contrast, AGIS Software does not seek to add any additional products or  
13 claims to the present litigation. Accordingly, Lyft's reliance on *RideApp* is unpersuasive.

14 Similarly, the plaintiffs in *Oyster Optics* and *GoPro, Inc.* sought to amend their infringement  
15 contentions to add additional products. *See Oyster Optics, LLC v. Ciena Corp.*, No. 20-cv-02354-  
16 JSW (LB), 2022 WL 561931, at \*3 (N.D. Cal. Feb. 24, 2022) ("Oyster also contends that it has good  
17 cause to amend its infringement contentions to chart the non-WaveLogic5 Nano products."); *GoPro,*  
18 *Inc. v. 360Heros, Inc.*, No. 16-cv-01944-SI, 2017 WL 1278756, at \*1 (N.D. Cal. Apr. 6, 2017)  
19 ("360Heros now seeks the Court's leave to amend its infringement contentions to accuse GoPro's  
20 Omni device."). Again, AGIS Software does not seek to amend its infringement contentions to add  
21 additional products. Accordingly, the case law submitted by Lyft is unpersuasive and AGIS  
22 Software's request for leave to amend its infringement contentions should be granted.

### 23 I. CONCLUSION

24 For the foregoing reasons, Defendant AGIS Software respectfully requests that its Motion  
25 for Leave to Amend Infringement Contentions Pursuant to Patent Local Rule 3-6 be granted.

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RUSS AUGUST & KABAT

DATED: April 22, 2022

Respectfully submitted,

**RUSS AUGUST & KABAT**

By: /s/ Benjamin T. Wang

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