

Exhibit 6

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

AGIS SOFTWARE DEVELOPMENT LLC, §
§ Case No. 2:21-cv-00072-JRG
§ (LEAD CASE)
§
Plaintiff, §
§
§ **JURY TRIAL DEMANDED**
§
v. §
§
T-MOBILE USA, INC. and T-MOBILE US, §
INC., §
§
Defendants. §

AGIS SOFTWARE DEVELOPMENT LLC, §
§ Case No. 2:21-cv-00024-JRG
§ (MEMBER CASE)
§
Plaintiff, §
§
§ **JURY TRIAL DEMANDED**
§
v. §
§
LYFT, INC., §
§
Defendant. §

**ADVANCED GROUND INFORMATION SYSTEMS, INC.’S
OBJECTIONS AND RESPONSES TO DEFENDANT LYFT, INC.’S
AMENDED SUBPOENA TO TESTIFY IN A CIVIL ACTION**

Pursuant to Federal Rule of Civil Procedure 45, non-party Advanced Ground Information Systems, Inc. (“AGIS, Inc.”) hereby provides responses and objections to the Amended Subpoena to Testify (the “Subpoena”) issued in the above-captioned case by Lyft, Inc. (“Defendant” or “Lyft”) to Advance Ground Information Systems, Inc., received on September 21, 2021.

GENERAL OBJECTIONS

1. AGIS, Inc. objects to the noticed date and time, as listed in the Subpoena, as unduly burdensome. AGIS, Inc. will continue to work with Defendant to determine a mutually convenient time and place for the deposition, subject to these objections.

2. Any statement by AGIS, Inc. that it will designate a witness to testify to the topics contained in the Subpoena does not constitute an admission or representation that AGIS, Inc. has any knowledge or information related to a given topic.

3. AGIS, Inc. objects to the Subpoena to the extent that it seeks disclosure of information and/or communications protected by the attorney-client privilege, the work-product doctrine, or any other applicable privilege or immunity. AGIS, Inc. does not waive, but specifically asserts, the attorney-client privilege, work-product immunity, and any other applicable privileges, even if such privileged information is revealed through oversight, inadvertence, or mistake.

4. AGIS, Inc. objects to the Subpoena to the extent that it expands the scope of permissible discovery or seeks to impose discovery obligations that differ from or exceed those set forth in the Federal Rules of Civil Procedure, the Local Rules of this Court, and applicable Court Orders. AGIS, Inc. will respond in accordance with his obligations pursuant to such Rules and Orders. AGIS, Inc. also objects to the Subpoena to the extent that the burden or expense of responding to the Subpoena outweighs the likely benefits or imposes burdens or expenses on AGIS, Inc. not authorized by the Federal Rules of Civil Procedure, the Local Rules of this Court, and applicable Court Orders.

5. AGIS, Inc. objects to the Subpoena to the extent that it seeks documents or information that are not relevant to a claim or defense of any party. AGIS, Inc. will not produce

such information and specifically reserves the right to redact such information from any document produced in response to the Subpoenas.

6. AGIS, Inc. objects to this Subpoena to the extent it seeks confidential, proprietary, or trade secret information of third parties. AGIS, Inc. further objects to this Subpoena to the extent it seeks information received from a third party under a non-disclosure agreement or subject to the common interest privilege, or the content of any part of any agreement between AGIS, Inc. and a third-party that, by its terms, may not be disclosed by AGIS, Inc.

7. AGIS, Inc. objects to the Subpoena to the extent it seeks to impose on AGIS, Inc. any obligation beyond or not required by the Federal Rules of Evidence.

8. AGIS, Inc. objects to the Subpoena to the extent it seeks information that is irrelevant, overly broad, unduly burdensome, vague, ambiguous, and/or not reasonably calculated to lead to the discovery of admissible evidence. AGIS, Inc. further objects to the Subpoena to the extent it seeks information that is neither relevant to any claim or defense in this action.

9. AGIS, Inc. objects to this Subpoena to the extent it seeks a legal opinion or conclusion.

10. Nothing contained in these statements and objections or contained in any testimony given at any subsequent deposition, is intended to be, or in any way constitutes, a waiver of any such applicable privilege, immunity, or confidentiality obligation.

11. AGIS, Inc. reserves the right to supplement its objections to the Subpoena.

12. AGIS, Inc. objects to the Subpoena to the extent that it requests the production of documents and testimony that are not within AGIS, Inc.'s possession, custody, or control or are not obtainable through a reasonable and good faith inquiry into his records or knowledge. AGIS,

Inc. has no obligation to search for or produce documents or information that are not in his possession, custody, or control, and disclaims any obligation to do so. AGIS, Inc. also objects to the Subpoena to the extent that it purports to impose on AGIS, Inc. the burden of furnishing information that is equally or readily available to Defendant from a source other than AGIS, Inc.

13. AGIS, Inc. objects to the Subpoena to the extent that it calls for documents or information that are outside the scope of AGIS, Inc.'s knowledge, possession, custody, or control.

14. AGIS, Inc. objects to the Subpoena as overly broad and unduly burdensome to the extent that they seek information or documents not relevant to any party's claim or defense in this case, not reasonably calculated to lead to the discovery of admissible evidence, or not proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit.

15. AGIS, Inc. objects to the Subpoena as overly broad and unduly burdensome to the extent that they fail to provide a reasonable time period for information sought, or otherwise seek information beyond the relevant time frame for discovery in this case.

16. AGIS, Inc. objects to the Subpoena as overly broad and unduly burdensome to the extent that they purport to require Li Creative to describe or identify "all," "every," "each," or "any" document, communication, or thing, or use other similarly expansive, infinite, or all-inclusive terms.

17. AGIS, Inc. objects to the Subpoena to the extent it requires AGIS, Inc. to create or produce information that it does not maintain in the ordinary course of its business, or to the

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