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10 **UNITED STATES DISTRICT COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**

12 LYFT, INC.

Case No. 21-cv-4653

13 Plaintiffs,

14 v.

**FIRST AMENDED COMPLAINT FOR
DECLARATORY JUDGMENT**

15 AGIS SOFTWARE DEVELOPMENT LLC,
16 ADVANCED GROUND INFORMATION
17 SYSTEMS, INC., AGIS HOLDINGS, INC.,
MALCOM K. BEYER, JR.

REDACTED VERSION

JURY TRIAL DEMANDED

18 Defendants.

19
20 Plaintiff Lyft, Inc. (“Lyft”) hereby pleads the following claims for Declaratory Judgment
21 against Defendants AGIS Software Development LLC (“AGIS Software”), Advanced Ground
22 Information Systems, Inc. (“AGIS, Inc.”), AGIS Holdings, Inc. (“AGIS Holdings”), and Malcolm
23 K. Beyer, Jr. (“Beyer”) (collectively “AGIS”) and alleges as follows:
24

25 **THE PARTIES**

26 1. Lyft is a Delaware corporation with its principal place of business located at 185
27 Berry Street, Suite 5000, San Francisco, California 94107.
28

1 2. On information and belief, AGIS Software is a Texas limited liability company,
2 having its principal place of business at 100 W. Houston Street, Marshall, Texas 75670, and is a
3 wholly owned subsidiary of AGIS Holdings.

4 3. AGIS Software alleges that it is the owner of all right, title, and interest to United
5 States Patent Nos. 7,031,728 (“’728 patent”), 7,630,724 (“’724 patent”), 8,213,970 (“’970 patent”),
6 10,299,100 (“’100 patent”), and 10,341,838 (“’838 patent”) (collectively, “Patents-in-Suit”).

7 4. Lyft disputes whether AGIS Software holds proper title to at least the ’724, ’100, and
8 ’838 Patents due to named inventor Christopher Rice’s employment with Microsoft Corporation at
9 the time the ’724, ’100, and ’838 Patents, or their parent applications, were filed.

10 5. In June 2017, AGIS, Inc. assigned the Patents-in-Suit to AGIS Holdings, and on the
11 same day, AGIS Holdings assigned the Patents-in-Suit to AGIS Software.

12 6. On information and belief, AGIS Holdings is organized under the laws of the State
13 of Florida and maintains its principal place of business at 92 Lighthouse Drive, Jupiter, FL 33469.

14 7. AGIS Holdings is the sole member of AGIS Software.

15 8. On information and belief, AGIS, Inc. is organized under the laws of the State of
16 Florida and maintains its principal place of business at 92 Lighthouse Drive, Jupiter, FL 33469.

17 9. AGIS, Inc. is a wholly owned subsidiary of AGIS Holdings.

18 10. Malcolm K. Beyer, Jr. is the named inventor of the Patents-in-Suit

19 11. Malcolm K. Beyer, Jr. is the CEO of AGIS Software, AGIS Holdings, and AGIS,
20 Inc.

21 12. Malcolm K. Beyer, Jr. resides at 92 Lighthouse Drive, Jupiter, FL 33469.

22 **JURISDICTION AND VENUE**

23 13. The Court has subject matter jurisdiction over Lyft’s declaratory judgment claims
24 relating to patent non-infringement under 28 U.S.C. §§ 2201, 2202, 1331, and 1338(a).

25 **A. AGIS Software accused Lyft of infringing the Patents-in-Suit**

26 14. On January 29, 2021, AGIS Software sued Lyft for alleged past and current
27 infringement of the Patents-in-Suit in the United States District Court of the Eastern District of
28 Texas by manufacturing, using, distributing, selling, offering for sale, and/or exporting from and

1 importing into the United States the “the Lyft and Lyft Driver applications and the related services
2 and/or servers for the applications.” *See AGIS Software Development LLC v. Lyft, Inc.*, Civil Action
3 No. 2:21-cv-00024-JRG (E.D. Tex.), Dkt. 1 at ¶ 23.

4 15. On April 27, 2021 Lyft moved to dismiss the Eastern District of Texas litigation for
5 improper venue. *See AGIS Software Development LLC v. T-Mobile USA, Inc. et al.*, Civil Action
6 No. 2:21-cv-00072-JRG (E.D. Tex.), Dkt. 30.

7 16. On November 10, 2021, Magistrate Judge Payne issued a Report and
8 Recommendation that Lyft’s motion to dismiss be granted. *See AGIS Software Development LLC*
9 *v. T-Mobile USA, Inc. et al.*, Civil Action No. 2:21-cv-00072-JRG (E.D. Tex.), Dkt. 212.

10 17. On January 19, 2022, the Court adopted the Magistrate’s Report and
11 Recommendation and directed the clerk of the Court to close the case. *See AGIS Software*
12 *Development LLC v. T-Mobile USA, Inc. et al.*, Civil Action No. 2:21-cv-00072-JRG (E.D. Tex.),
13 Dkt. 334.

14 **B. Lyft seeks a declaratory judgment that it does not infringe the Patents-in-Suit**

15 18. Lyft denies that the Patents-in-Suit have been or currently are infringed through the
16 making, using, distributing, sale, offering for sale, exportation, or importation of the Lyft or Lyft
17 Driver applications and any related services and/or servers for the applications.

18 19. AGIS Software’s infringement allegations and related actions threaten actual and
19 imminent injury to Lyft that can be redressed by judicial relief and warrants the issue of a declaratory
20 judgment, under the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 *et seq.*

21 20. An actual and justiciable controversy with respect to the Patents-in-Suit exists
22 between Lyft and AGIS Software and between Lyft and AGIS, Inc., AGIS Holdings, and/or
23 Malcolm K. Beyer, Jr. under an alter ego theory.

24 **C. AGIS Software is subject to the specific jurisdiction of this Court**

25 21. AGIS Software, AGIS, Inc., AGIS Holdings, and/or Malcom K. Beyer, Jr. are subject
26 to this Court’s specific jurisdiction, pursuant to due process and/or the California Long Arm Statute
27 due to: (1) AGIS Software, AGIS, Inc., AGIS Holdings, and/or Malcom K. Beyer, Jr. purposefully
28 directing activities at residents of this forum, and (2) the claims arising out of or relating to these

1 activities of AGIS Software, AGIS, Inc., AGIS Holdings, and/or Malcom K. Beyer, Jr. Further, the
2 assertions of personal jurisdiction are reasonable and fair.

3 i. **AGIS Software purposefully directed its patent licensing activities to California**
4 **companies subjecting it to specific jurisdiction under *Trimble***

5 22. AGIS Software is a patent licensing company that licenses its patent portfolio,
6 including the Patents-in-Suit.

7 23. AGIS Software has no employees.

8 24. AGIS Software develops software related to the Patents-in-Suit.

9 25. Software developed by AGIS Software is both used inside and outside the United
10 States.

11 26. On information and belief, software developed by AGIS Software related to the
12 Patents-in-Suit is used within California. Lyft attempted to confirm this information from AGIS
13 Software via an interrogatory (i.e., Jurisdictional Interrogatory No. 1), but AGIS Software has
14 refused to provide it. Lyft also sought to confirm this information at the deposition of AGIS
15 Software, however, its designated witness, Thomas Meriam, was unable to confirm it.

16 27. AGIS Software's principal source of revenue is from patent licenses with California
17 companies and other companies operating in the State of California.

18 28. AGIS Software or its predecessor-in-interest has taken purposeful steps to enforce
19 the Patents-in-Suit and/or obtain licenses to the Patents-in-Suit and/or related patents with
20 companies having principal places of business and operations in this judicial district, including Lyft,
21 Google LLC ("Google"), Apple Inc. ("Apple"), WhatsApp LLC ("WhatsApp"), Facebook, Inc.
22 ("Facebook"), Uber Technologies, Inc. d/b/a UBER ("Uber"), Life360, Inc. ("Life360"), and with
23 companies or their affiliates having operations and offices in the State of California, including ZTE
24 (USA) Inc. ("ZTE"), Waze LLC ("Waze"), HTC Corporation ("HTC"), T-Mobile US, Inc. ("T-
25 Mobile"), Huawei Device USA Inc. ("Huawei"), LG Electronics, Inc. ("LG"), and Samsung
26 Electronics America, Inc ("Samsung").

27 29. On information and belief, AGIS Software or its predecessor-in-interest has taken
28 purposeful steps to enforce the Patents-in-Suit and/or obtain licenses to the Patents-in-Suit and/or

1 related patents with Smith Micro Software (“Smith Micro”), a company having operations and
2 offices in the State of California. Lyft attempted to confirm this information from AGIS Software
3 via an interrogatory (i.e., Jurisdictional Interrogatory No. 1), but AGIS Software has refused to
4 provide it. Lyft also sought to confirm this information at the deposition of AGIS Software,
5 however, its designated witness, Thomas Meriam, was unable to confirm it. On information and
6 belief, this information could have also been confirmed had AGIS Software complied with its
7 obligations under Patent L.R. 3-2 to produce “all agreements, including licenses, transferring an
8 interest in any patent-in-suit.” But AGIS Software has not produced all such agreements despite a
9 specific request by Lyft that AGIS Software do so.

10 30. AGIS Software or its predecessor-in-interest alleged infringement of the Patents-in-
11 Suit and/or related patents through communications directed at companies with principal places of
12 business in this judicial district, including Google, Facebook, and Life360.

13 31. AGIS Software or its predecessor-in-interest enforced the Patents-in-Suit and/or
14 related patents against companies with principal places of business in this judicial district, including
15 Lyft, Google, Apple, WhatsApp, Uber, Life360, and against companies or their affiliates having
16 operations and offices in the State of California, including ZTE, Waze, HTC, T-Mobile, Huawei,
17 LG, and Samsung.

18 32. [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]

23 33. On information and belief, AGIS Software negotiated a license agreement involving
24 the Patents-in-Suit and/or related patents through communications with Smith Micro, a company
25 having operations and offices in the State of California. Lyft attempted to confirm this information
26 from AGIS Software via an interrogatory (i.e., Jurisdictional Interrogatory No. 1), but AGIS
27 Software has refused to provide it. Lyft also sought to confirm this information at the deposition of
28 AGIS Software, however, its designated witness, Thomas Meriam, was unable to confirm it. On

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