

# EXHIBIT 16

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23 **UNITED STATES DISTRICT COURT**  
 24 **NORTHERN DISTRICT OF CALIFORNIA**  
 25 **SAN JOSE DIVISION**

26 LYFT, INC.,

27 *Plaintiffs,*

28 v.

29 AGIS SOFTWARE DEVELOPMENT LLC,

30 Defendant.

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

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

**Hon. Judge Beth Labson Freeman**

1 Pursuant to Federal Rule of Civil Procedure 45, non-party Advanced Ground Information  
2 Systems, Inc. (“AGIS, Inc.”) hereby provides responses and objections to the Subpoena to Testify  
3 (the “Subpoena”) issued in the above-captioned case by Lyft, Inc. (“Defendant” or “Lyft”) to  
4 Advanced Ground Information Systems, Inc., received on February 8, 2022.

5 **GENERAL OBJECTIONS**

6 1. AGIS, Inc. objects to the noticed date and time, as listed in the Subpoena, as unduly  
7 burdensome. AGIS, Inc. objects to the Subpoena on the grounds that the Court has granted  
8 Plaintiff’s motion to dismiss the complaint in this action and this Subpoena exceeds the scope of the  
9 jurisdictional discovery ordered by the Court, which has been specifically limited to five  
10 interrogatories to Plaintiff and one four-hour Rule 30(b)(6) deposition of Plaintiff. Dkt. 61 at 10.<sup>1</sup>

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

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

19 4. AGIS, Inc. objects to the Subpoena to the extent that it expands the scope of  
20 permissible discovery or seeks to impose discovery obligations that differ from or exceed those set  
21 forth in the Federal Rules of Civil Procedure, the Local Rules of this Court, and applicable Court  
22 Orders. AGIS, Inc. will respond in accordance with his obligations pursuant to such Rules and  
23 Orders. AGIS, Inc. also objects to the Subpoena to the extent that the burden or expense of

24 \_\_\_\_\_  
25 <sup>1</sup> This subpoena is not properly issued and served under F.R.C.P. Rule 45 and AGIS, Inc. requests  
26 immediate withdrawal. Lyft is aware of the dismissed complaint and the limited scope of the  
27 jurisdictional discovery from the plain language of the Court's order which corresponds directly to  
28 the parameters set forth in its request for jurisdictional discovery. See Dkt. 61, Dkt. 41 at  
29 17. Accordingly, AGIS, Inc. reserves the right to seek costs and attorney fees related to responding  
30 to this subpoena and any further requests that exceed the limited scope of the jurisdictional discovery

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1 responding to the Subpoena outweighs the likely benefits or imposes burdens or expenses on AGIS,  
2 Inc. not authorized by the Federal Rules of Civil Procedure, the Local Rules of this Court, and  
3 applicable Court Orders.

4 5. AGIS, Inc. objects to the Subpoena to the extent that it seeks documents or  
5 information that are not relevant to a claim or defense of any party. AGIS, Inc. will not produce  
6 such information and specifically reserves the right to redact such information from any document  
7 produced in response to the Subpoenas.

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

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

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

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

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

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

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

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

5 13. AGIS, Inc. objects to the Subpoena to the extent it calls for documents or information  
6 that are more appropriately sought from the parties to the above-captioned matter.

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

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

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

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

22 18. AGIS, Inc. objects to the Subpoena to the extent it requires AGIS, Inc. to create or  
23 produce information that it does not maintain in the ordinary course of its business, or to the extent  
24 that they seek to require that AGIS, Inc. create or produce information in a particular format or at a  
25 particular level of detail that AGIS, Inc. does not maintain in the ordinary course of its business.

26 19. AGIS, Inc. objects to the Subpoena to the extent it gives meanings to words different  
27 from their ordinary English meaning or definitions set forth in applicable statutes or rules.

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