

Exhibit 7
REDACTED VERSION
OF ECF No. 78-1

HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY

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15 **UNITED STATES DISTRICT COURT**
16 **NORTHERN DISTRICT OF CALIFORNIA.**

17 **(San Jose Division)**

18 LYFT, INC.,

19 *Plaintiffs,*

20 v.

21 AGIS SOFTWARE DEVELOPMENT LLC,

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

**DEFENDANT AGIS SOFTWARE
DEVELOPMENT LLC’S FIRST
SUPPLEMENTAL OBJECTIONS AND
RESPONSES TO LYFT INC.’S FIRST
SET OF JURISDICTIONAL
INTERROGATORIES (NOS. 1-5) TO
DEFENDANT AGIS SOFTWARE
DEVELOPMENT LLC, ADVANCED
GROUND INFORMATION SERVICES,
INC., AND AGIS HOLDINGS, INC.**

Hon. Judge Beth Labson Freeman

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1 PLEASE TAKE NOTICE that, pursuant to Rules 26 and 33 of the Federal Rules of Civil
2 Procedure, the Local Rules of this Court, and the Court’s January 28, 2022 Order, Defendant
3 AGIS Software Development LLC (“AGIS Software” or “Defendant”) hereby submits these
4 supplemental responses to Plaintiff Lyft, Inc.’s (“Lyft” or “Plaintiff”) First Set of Jurisdictional
5 Interrogatories (Nos. 1-5) in writing, under oath, and in accordance with the following definitions
6 and instructions, within thirty (30) days of the date of service thereof dated February 4, 2022.
7 These Interrogatories are continuing in nature and require supplementation in accordance with the
8 Federal Rules of Civil Procedure, as follows:

9 These responses are made solely for the purposes of this action, and are made without
10 waiving, or intending to waive, the right at any time to revise, correct, modify, supplement, or
11 clarify any response provided herein or the right to object on any proper grounds to the use of
12 these responses, for any purpose in whole or in part, in any subsequent proceedings or any other
13 action. The right to raise any applicable objections at any time is expressly reserved. A response to
14 any interrogatory herein should not be taken as an admission or acceptance of the existence of any
15 facts set forth or assumed by such interrogatory, or that such response constitutes admissible
16 evidence. The responses herein reflect only the present state of AGIS Software’s investigation and
17 the present state of discovery. Except as otherwise indicated, an objection and/or response to a
18 specific interrogatory does not imply that facts responsive to the interrogatory exist.

19 **GENERAL OBJECTIONS**

20 1. AGIS Software objects to these Interrogatories as improperly directed to non-
21 parties, Advanced Ground Information Systems, Inc. and AGIS Holdings, Inc. Advanced Ground
22 Information Systems, Inc. and AGIS Holdings, Inc. are not parties to the present litigation. The
23 Court granted jurisdictional discovery in the form of five interrogatories to AGIS Software and
24 one four-hour Rule 30(b)(6) deposition of AGIS Software. Dkt. 61 at 10. AGIS Software responds
25 on behalf of AGIS Software only.

26 2. AGIS Software objects to these Definitions, Instructions, and Interrogatories as
27 overly broad, unduly burdensome, not proportional to the needs of this case, and seeking to
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1 impose burdens beyond those required by the Federal Rules of Civil Procedure, the Local Civil
2 and Patent Rules of the Northern District of California, and the Orders governing this action.

3 AGIS Software will respond to Plaintiff’s Interrogatories consistent with the Federal Rules of
4 Civil Procedure, the Local Rules of this Court, and/or Orders of this Court.

5 3. AGIS Software objects to the Definition of “AGIS,” “Defendant,” “You,” and
6 “Your” as overly burdensome, not proportional to the needs of the case and not relevant to any
7 party’s claims or defenses because they include persons and entities outside of AGIS Software and
8 who are not under the control of AGIS Software. Accordingly, AGIS Software provides answers
9 to these Interrogatories on behalf of AGIS Software only. AGIS Software further objects to these
10 definitions to extent that they call for information from then-current or prior subsidiaries, parents,
11 affiliates, divisions, successors, predecessors, agents, employees, representatives, directors,
12 officers, trustees, and attorneys, that are not owned or controlled by AGIS Software or that are not
13 in the possession of AGIS Software. AGIS Software further objects to these definitions to the
14 extent they call for information protected from disclosure by the attorney-client privilege, the work
15 product doctrine, or any other applicable privilege or immunity insofar as the definition purports
16 to include attorneys.

17 4. AGIS Software objects to the Definition of “Third Party” and “Third Parties” as
18 overly broad, unduly burdensome, and seeking information not within AGIS Software’s
19 possession, custody, or control.

20 5. AGIS Software objects to the Definition of “Person” as overly broad, unduly
21 burdensome, and seeking information not within AGIS Software’s possession, custody, or control.

22 6. AGIS Software objects to the Definitions of “Communication,” “Document,”
23 “Concerning,” “concern(s),” “referring to,” “relating to,” “related to,” “relate(s) to,” “pertaining
24 to,” “pertain(s) to,” and “identify” as (i) overly broad; (ii) unduly burdensome; (iii) not
25 proportional to the needs of this case; (iv) not relevant to any party’s claims or defenses; (v)
26 seeking information that is not within AGIS Software’s possession, custody, or control; and (vi)
27 imposing burdens beyond the requirements of the Federal Rules of Civil Procedure, the Local
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1 Civil and Patent Rules of the Northern District of California, and the Orders governing this action.

2 7. AGIS Software objects to these Definitions to extent they call for the production of
3 information protected from disclosure by the attorney-client privilege, the work product doctrine,
4 or any other applicable privilege or immunity insofar as the definition purports to include
5 attorneys.

6 8. AGIS Software objects to Plaintiff's Interrogatories to the extent they seek
7 information not relevant to a claim or a defense of this litigation or proportional to the needs of the
8 case, considering the importance of the issues at stake in the action, the amount in controversy, the
9 parties' relative access to relevant information, the parties' resources, the importance of the
10 discovery in resolving the issues, and whether the burden or expense of the proposed discovery
11 outweighs its likely benefit. By responding to any Interrogatory or identifying or producing
12 documents or materials in response thereto, AGIS Software is not acknowledging or conceding the
13 relevance of any such material and reserves the right to object to the introduction of the evidence
14 on relevancy or any other grounds.

15 9. AGIS Software objects to Plaintiff's Interrogatories to the extent they seek material
16 protected by, or which may only be answered by, reliance upon any privileged or work product
17 information, including mental impressions, conclusions, opinions, or legal theories of AGIS
18 Software's counsel, experts, or consultants developed with or in anticipation of litigation. To the
19 extent reasonably possible, AGIS Software will attempt to interpret the Interrogatories as not
20 seeking privileged information. Inadvertent reference to privileged information by AGIS Software
21 shall not constitute a waiver of any applicable privilege.

22 10. AGIS Software objects to Plaintiff's Interrogatories as seeking information that is
23 less burdensomely and/or more appropriately obtained through other discovery means.

24 11. AGIS Software objects to Plaintiff's Interrogatories to the extent that they require
25 premature disclosure of expert testimony, evidence, argument, contentions, or any other disclosure
26 inconsistent with the Federal Rules of Civil Procedure, the Local Civil and Patent Rules of the
27 Northern District of California, or the Orders governing this action.

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