

Exhibit 9

RUSS AUGUST & KABAT

1 Alfred R. Fabricant (*pro hac vice*)
 2 afabricant@fabricantllp.com
 3 Peter Lambrianakos (*pro hac vice*)
 4 plambrianakos@fabricantllp.com
 5 Vincent J. Rubino, III (*pro hac vice*)
 6 vrubino@fabricantllp.com
 7 **FABRICANT LLP**
 8 411 Theodore Fremd Avenue, Suite 206 South
 9 Rye, New York 10580
 10 Telephone: (212) 257-5797
 11 Facsimile: (212) 257-5796

12 Benjamin T. Wang (CA SBN 228712)
 13 bwang@raklaw.com
 14 Minna Y. Chan (CA SBN 305941)
 15 mchan@raklaw.com
 16 **RUSS AUGUST & KABAT**
 17 12424 Wilshire Boulevard, 12th Floor
 18 Los Angeles, California 90025
 19 Telephone: (310) 826-7474
 20 Facsimile: (310) 826-9226

21 Attorneys for Non-Party
 22 *AGIS Holdings, Inc.*

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

**AGIS HOLDINGS, 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 AGIS Holdings, Inc. (“AGIS
2 Holdings, Inc.”) hereby provides responses and objections to the Subpoena to Testify (the
3 “Subpoena”) issued in the above-captioned case by Lyft, Inc. (“Defendant” or “Lyft”) to AGIS
4 Holdings, Inc., received on February 8, 2022.

5 **GENERAL OBJECTIONS**

6 1. AGIS Holdings, Inc. objects to the noticed date and time, as listed in the Subpoena,
7 as unduly burdensome. AGIS Holdings, Inc. objects to the Subpoena on the grounds that the Court
8 has granted Plaintiff’s motion to dismiss the complaint in this action and this Subpoena exceeds the
9 scope of the jurisdictional discovery ordered by the Court, which has been specifically limited to
10 five interrogatories to Plaintiff and one four-hour Rule 30(b)(6) deposition of Plaintiff. Dkt. 61 at
11 10.¹

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

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

21 4. AGIS Holdings, Inc. objects to the Subpoena to the extent that it expands the scope
22 of permissible discovery or seeks to impose discovery obligations that differ from or exceed those

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

RUSS AUGUST & KABAT

1 set forth in the Federal Rules of Civil Procedure, the Local Rules of this Court, and applicable Court
2 Orders. AGIS Holdings, Inc. will respond in accordance with his obligations pursuant to such Rules
3 and Orders. AGIS Holdings, Inc. also objects to the Subpoena to the extent that the burden or
4 expense of responding to the Subpoena outweighs the likely benefits or imposes burdens or expenses
5 on AGIS Holdings, Inc. not authorized by the Federal Rules of Civil Procedure, the Local Rules of
6 this Court, and applicable Court Orders.

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

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

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

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

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

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

RUSS AUGUST & KABAT

RUSS AUGUST & KABAT

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

2 12. AGIS Holdings, Inc. objects to the Subpoena to the extent that it requests the
3 production of documents and testimony that are not within AGIS Holdings, Inc.’s possession,
4 custody, or control or are not obtainable through a reasonable and good faith inquiry into his records
5 or knowledge. AGIS Holdings, Inc. has no obligation to search for or produce documents or
6 information that are not in his possession, custody, or control, and disclaims any obligation to do
7 so. AGIS Holdings, Inc. also objects to the Subpoena to the extent that it purports to impose on
8 AGIS Holdings, Inc. the burden of furnishing information that is equally or readily available to
9 Defendant from a source other than AGIS Holdings, Inc.

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

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

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

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

25 17. AGIS Holdings, Inc. objects to the Subpoena as overly broad and unduly burdensome
26 to the extent that they purport to require AGIS Holdings, Inc. to describe or identify “all,” “every,”
27
28

Explore Litigation Insights

Docket Alarm provides insights to develop a more informed litigation strategy and the peace of mind of knowing you're on top of things.

Real-Time Litigation Alerts



Keep your litigation team up-to-date with **real-time alerts** and advanced team management tools built for the enterprise, all while greatly reducing PACER spend.

Our comprehensive service means we can handle Federal, State, and Administrative courts across the country.

Advanced Docket Research



With over 230 million records, Docket Alarm's cloud-native docket research platform finds what other services can't. Coverage includes Federal, State, plus PTAB, TTAB, ITC and NLRB decisions, all in one place.

Identify arguments that have been successful in the past with full text, pinpoint searching. Link to case law cited within any court document via Fastcase.

Analytics At Your Fingertips



Learn what happened the last time a particular judge, opposing counsel or company faced cases similar to yours.

Advanced out-of-the-box PTAB and TTAB analytics are always at your fingertips.

API

Docket Alarm offers a powerful API (application programming interface) to developers that want to integrate case filings into their apps.

LAW FIRMS

Build custom dashboards for your attorneys and clients with live data direct from the court.

Automate many repetitive legal tasks like conflict checks, document management, and marketing.

FINANCIAL INSTITUTIONS

Litigation and bankruptcy checks for companies and debtors.

E-DISCOVERY AND LEGAL VENDORS

Sync your system to PACER to automate legal marketing.