

**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
v.	§	(Lead Case)

T-MOBILE USA, INC., and T-MOBILE US, INC.	§	<u>JURY TRIAL DEMANDED</u>
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AGIS SOFTWARE DEVELOPMENT LLC	§	
	§	CASE NO. 2:21-cv-00024-JRG
v.	§	(Member Case)

LYFT, INC.	§	<u>JURY TRIAL DEMANDED</u>
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**DEFENDANT LYFT, INC.’S CORRECTED OPPOSED MOTION FOR FURTHER
EXTENSION OF TIME TO FILE BILL OF COSTS AND MOTION FOR FEES**

Pursuant to LR-CV54(b)(2), and Judge Gilstrap’s Standing Order Regarding Bill of Costs stating that “if there are any areas of disagreement, the parties shall meet, confer, and be prepared to compromise, making every effort to submit an ‘agreed’ bill of costs to the Court”, Defendant Lyft, Inc. (“Lyft”) respectfully requests a further 30-day extension for Lyft to file a motion for costs and/or fees to allow the Parties additional time to meet and confer on the timing and substance of any motion for costs and/or fees. This motion for extension supersedes and moots Lyft’s previous motion for extension (Dkt. 356). The Parties are currently meeting and conferring to determine whether an agreement can be reached to delay the filing of any motions for fees or costs in this case until after the N.D. Cal. case (5:21-cv-04653-BLF)¹ is resolved. If an agreement can

¹ AGIS incorrectly states in a previous filing (Dkt. 360) that “Under Lyft’s interpretation of ‘prevailing party,’ AGIS may now request costs and fees” for the N.D. Cal. case because that Court dismissed the case for lack of personal jurisdiction. Dkt. 360 at 1-2. Contrary to AGIS’s narrative,

be reached, it would avoid an immediate need for this Court to provide a decision on the merits of this issue and perhaps avoid the issue entirely. In addition to the timing of any such motion, the Parties are continuing to meet and confer to identify any disputes on the amount of costs incurred by Lyft in this case, which would further narrow any issues needed to be decided by this Court, in the event a bill of costs is filed.

An additional 30-day extension would allow the Parties to further meet and confer on these issues with the goal of narrowing, and possibly eliminating, issues needed to be decided by this Court. Although the Parties currently dispute whether Lyft is the prevailing party in this action, this issue has not yet been substantively briefed, and the need for a decision on this issue may be avoided entirely if further time is allowed for the Parties to meet and confer.

Date: February 17, 2022

Respectfully submitted,

/s/ Jeremy Taylor

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the N.D. Cal. Court provided leave for Lyft to amend and refile its complaint to include additional information learned through discovery in the present case, which would have already been pled but for AGIS's refusal to allow Lyft to use the information learned through discovery in this case in the N.D. Cal. case. *See* Joint Case Management Conference Statement, *Lyft, Inc. v. AGIS Software Development LLC*, No. 5:21-cv-04653-BLF (N.D. Cal. Jan 20, 2022), Dkt. 51 at § 5 (explaining that Lyft prepared an Amended Complaint that it did not file due to AGIS's objections to using information learned through discovery in this case). The N.D. Cal. Court did not overlook AGIS's obstructionist role when inviting Lyft to conduct jurisdictional discovery and file an amended complaint in the same Order AGIS cites. *See* Order Granting Motion to Dismiss for Lack of Personal Jurisdiction with Leave to Amend; Granting Jurisdictional Discovery, *Lyft, Inc. v. AGIS Software Development LLC*, No. 5:21-cv-04653-BLF (N.D. Cal. Jan 28, 2022), Dkt. 61.

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Attorneys for Defendant Lyft, Inc.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that counsel of record who are deemed to have consented to electronic services are being served with a copy of this document via the Court's CM/ECF system per Local Rule CV-5(a)(3) on this the 17th day of February, 2022.

/s/ Jeremy J. Taylor

Jeremy J. Taylor

CERTIFICATE OF CONFERENCE

Pursuant to Local Rule CV-7(h) and (i), I certify that on February 15 and 16, 2022, counsel for Lyft attempted to confer via email with counsel for Plaintiff regarding whether Plaintiff opposes this motion. Counsel for Plaintiff confirmed on February 17, 2022 that it opposes this motion because it disagrees that Lyft can seek costs and fees in this case.

/s/ Jeremy J. Taylor

Jeremy J. Taylor