

EXHIBIT A

HAUSFELD

November 6, 2024

**Hill Brakefield
Associate**

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Suite 300
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VIA ELECTRONIC MAIL

AT&T Mobility LLC
c/o Martin Roth
Kirkland & Ellis LLP
333 West Wolf Point Plaza
Chicago, IL 60654
Martin.roth@kirkland.com

Re: Subpoena to AT&T in *Dale et al. v. Deutsche Telekom AG*, No. 22-3189 (N.D. Ill.)

Dear Martin:

Pursuant to Rule 45 of the Federal Rules of Civil Procedure, I write on behalf of Plaintiffs in the above-captioned matter to issue the attached, amended subpoena requesting production of the documents.

This subpoena is substantively identical to the subpoena served to AT&T Inc. (“AT&T”) on October 19, 2022. Plaintiffs serve this amended subpoena to change the place of compliance to 200 South Michigan Avenue, Suite 201, Chicago, Illinois 60604.

Given the language of the requests included in this amended subpoena is identical to the language in the originally issued subpoena, we believe that an abbreviated deadline to respond is appropriate. Indeed, we propose treating the responses and objections that AT&T served on January 1, 2024, as responsive to this amended subpoena so that AT&T does not have to incur the expense of drafting a new set of responses and objections.

Our reissue of Plaintiffs’ requests as initially drafted should not be mistaken as an attempt to undermine the progress the parties have made discussing the scope of Plaintiffs’ requests. Agreements that we have already reached with AT&T regarding the scope and timing of Plaintiffs’ requests remain in place. We hope to continue our discussions to narrow any remaining gap between the parties so that judicial involvement remains unnecessary.

As always do not hesitate to reach out to me if you have any questions.

Kind regards,



UNITED STATES DISTRICT COURT
for the
Northern District of Illinois

Anthony Dale et al.,

Plaintiff

v.

Deutsche Telekom AG, T-Mobile US, Inc., and
Softbank Group Corp.

Defendant

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Civil Action No. 1:22-cv-03189

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION**

To:

AT&T Mobility LLC

(Name of person to whom this subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: Please see the attached Schedule A, detailing your document production obligations in this matter. You are not obligated to object or produce discovery at this time. The subpoena requires a response no later than November 11, 2024.

Place: Kenneth Flaxman

200 South Michigan Avenue, Suite 201
Chicago, Illinois 60604

Date and Time:

November 13, 2024 - 5:00 pm (CST)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:

Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 11/06/2024

CLERK OF COURT

OR

/s/ Swathi Bojedla

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* Anthony Dale et al. *(Plaintiffs)*, who issues or requests this subpoena, are:

Swathi Bojedla, 888 16th Street, Suite 300, Washington, DC 20006; sbojedla@hausfeld.com; (202) 540-7150

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 1:22-cv-03189

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____

on *(date)* _____; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00 _____.

I declare under penalty of perjury that this information is true.

Date: _____ *Server's signature*

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)

(c) Place of Compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

(A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or

(B) within the state where the person resides, is employed, or regularly transacts business in person, if the person

(i) is a party or a party's officer; or

(ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

(A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and

(B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

(i) fails to allow a reasonable time to comply;

(ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);

(iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

(i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

(ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

(i) expressly make the claim; and

(ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

SCHEDULE A

DEFINITIONS

Throughout these discovery Requests, including the Definitions, the words used in the masculine gender include the feminine, and the words used in the singular include the plural.

The following Definitions apply to these Requests:

1. “Affiliate MVNOs” refers to any mobile virtual network operators that provide service using leased facilities or leased capacity purchased from the T-Mobile US, Inc. or Sprint Corporation mobile networks between January 1, 2010 and present.
2. “Agreement” means any oral or written contract, arrangement or understanding, whether formal or informal, between two or more persons, together with all modifications and amendments thereto.
3. “All” should be construed to include the collective as well as the singular, and means “each,” “any,” and “every.”
4. “AT&T” refers to AT&T Inc. and its parents and subsidiaries.
5. “CMA” refers to cellular market areas.
6. “Communication” means oral or written communications of any kind, including without limitation, electronic communications, e-mails, facsimiles, telephone communications, correspondence, exchanges of written or recorded information, or face-to-face meetings.
7. “The Company” refers to the present-day, merged entity T-Mobile US, Inc., as well as both the pre-merger entities T-Mobile US, Inc. and Sprint Corporation.
8. “CPUC” refers to the California Public Utilities Commission.
9. “DISH” refers to DISH Network Corporation and any parents or subsidiaries.
10. “Document” includes, without limitation, the original (or identical duplicate when the original is not available) and all non-identical copies (whether non-identical because of

notes made on copies or attached comments, annotations, marks, transmission notation, or highlighting of any kind) and drafts of all writings, whether handwritten, typed, printed or otherwise produced, and includes, without limitation, letters, correspondence, memoranda, legal pleadings, notes, reports, agreements, electronically stored information, calendars, diaries, travel or expense records, summaries, records, messages or logs of telephone calls, conversations or interviews, telegrams, instant messages, text messages (SMS or other), electronic chats, Slacks (or similar programs), mailgrams, facsimile transmissions (including cover sheets and confirmations), electronic mail, minutes or records of meetings, compilations, notebooks, laboratory notebooks, work papers, books, pamphlets, brochures, circulars, manuals, instructions, sales, advertising or promotional literature or materials, ledgers, graphs, charts, blue prints, drawings, sketches, photographs, film and sound reproductions, tape recordings, or any other tangible materials on which there is any recording or writing of any sort. The term also includes the file, folder tabs, and/or containers and labels appended to, or associated with, any physical storage device associated with each original and/or copy of all documents requested herein.

11. “DOJ” refers to the United States Department of Justice and any division, section, office, or subdivision thereof, including but not limited to the Antitrust Division.

12. “DOJ Consent Decree” refers to the final judgement entered by the Court in *United States et al. v. Deutsche Telekom AG et al.*, No. 1:19-cv-02232-TJK (D.D.C. Apr. 1, 2020), ECF No. 85.

13. Electronically Stored Information (“ESI”) includes, without limitation, the following:

- a. activity listings of electronic mail receipts and/or transmittals;
- b. output resulting from the use of any software program, including without limitation, word processing documents, spreadsheets, database files, charts, graphs and outlines, electronic mail, Slack (or similar program) or bulletin board programs, operating systems, source code, PRF files, PRC files, batch files, ASCII files, and all miscellaneous media on which they reside and regardless of whether such electronic data exist in an active file, deleted file, or file fragment; and
- c. any and all items stored on computer memories, hard disks, floppy disks, CD-ROM, magnetic tape, microfiche, or on any other vehicle for digital data storage and/or transmittal, including without limitation, cloud storage systems, a personal digital assistant, such as an iPhone, Palm Pilot, Blackberry, Treo or other device.

14. “FCC” refers to the United States Federal Communications Commission and any division, section, office, or subdivision thereof, including the Commissioners and their offices.

15. “FTC” refers to the United States Federal Trade Commission and any division, section, office, or subdivision thereof, including individual Commissioners and their offices.

16. “Including” is used to illustrate a Request with particular types of documents requested, and should not be construed as limiting the Request in any way.

17. “Meeting” means, without limitation, any assembly, encounter, or contemporaneous presence (whether in person—indoor or outdoor—or via any electronic computer-assisted, digital, analog, or telephonic method of communication) of two or more persons for any purpose, whether planned, arranged, scheduled or not.

18. “MNSA” refers to the original 2020 Master Network Services Agreement between T-Mobile US, Inc. and DISH.

19. “Or” should be construed to require the broadest possible response, and should be read as “and/or.”

20. “Person” includes, without limitation, any natural person, corporation, partnership, limited liability company, proprietorship, joint venture, association, government entity, and any other form of legal or business entity.

21. “Relating to,” “referring to,” “regarding,” or “with respect to” mean, without limitation, discussing, describing, reflecting, dealing with, pertaining to, analyzing, evaluating, estimating, constituting, concerning, containing, mentioning, studying, surveying, projecting, assessing, recording, summarizing, criticizing, reporting, commenting or otherwise involving, in whole or in part.

22. “Retail Mobile Wireless Market” refers to the market for retail mobile wireless telecommunications services for cellular phones. It includes all such services offered to consumers or small businesses, but it does not include plans offered to large business customers (i.e. “enterprise” plans), plans offered to government customers, or plans for non-phone connected devices, such as smartwatches and tablets.

23. “Second Request” refers to a discovery procedure, pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, by which the Federal Trade Commission and the Department of Justice’s Antitrust Division investigate mergers and acquisitions which may yield anticompetitive consequences. Second Requests are also known as “Requests for Additional Information and Documentary Materials.”

24. “Small business” refers to any business that purchases from the Retail Cell Service Market, but does not purchase an enterprise plan.

25. “Sprint” refers to Sprint Corporation and its parents and subsidiaries.

26. “States’ Pre-Merger Case” refers to all stages of and proceedings related to *New York v. Deutsche Telekom AG*, 439 F. Supp. 3d 179 (S.D.N.Y. 2020), including, but not limited to, the pre-filing investigation conducted by the States.

27. “Subscriber” refers to all account holders and authorized users of a mobile wireless provider’s network. “Subscriber-level data” refers to information generated in connection with a subscriber’s use of a mobile wireless provider’s applications or network or otherwise exchanged between a subscriber and mobile wireless provider.

28. “Subsidiary,” “affiliate,” and “joint venture” refer to any entity or person in which You have any financial or ownership interest.

29. “The Transaction” refers to the merger of T-Mobile and Sprint proposed in April 2018 and consummated in April 2020. Any requests that mention the merger should be broadly construed to encompass documents or ESI generated leading up to proposal dating back to January 1, 2010, between proposal and consummation, and after consummation.

30. “T-Mobile” refers to T-Mobile US, Inc. and its parents and subsidiaries.

31. “Verizon” refers to Verizon Communications Inc. and its parents and subsidiaries.

32. “You” or “Your” means the responding AT&T Inc. and its predecessors, successors, subsidiaries, departments, divisions, affiliates, and/or agents (including, without limitation, any third-party recruiting, hiring, staffing, or headhunting firm), together with all present and former directors, officers, employees, agents, representatives, or any persons acting or purporting to act on behalf of You.

INSTRUCTIONS

1. You are directed to make available for inspection and copying all of the documents requested herein at the offices of Lieff Cabraser Heimann & Bernstein, LLP, 275 Battery Street, 28th Floor, San Francisco, California 94111-3339, or electronically to Plaintiffs’

counsel, no later than November 11, 2024.

2. In producing documents, You are to furnish all documents or things in Your possession, custody or control, regardless of whether such documents are possessed directly by You or Your employees, agents, parent companies, subsidiaries, affiliates, investigators or by Your attorneys or their employees, agents or investigators.

3. All documents shall be produced in the same order as they are kept or maintained by You in the ordinary course of Your business. All documents, other than electronically stored information, shall be produced in the file folder, envelope or other container in which the documents are kept or maintained. If for any reason the container cannot be produced, You should produce copies of all labels or other identifying marks which may be present on the container.

4. If a document was prepared in several copies, or if additional copies were thereafter made, and if any such copies were not identical or are no longer identical by reason of subsequent notation or modification of any kind whatsoever, including, without limitation, handwritten notations on the front or back of the document, all such non-identical copies shall be produced.

5. Documents shall be produced in such fashion as to identify the department, branch or office in whose possession they were located and, where applicable, the natural person in whose possession they were found and the business address of each document's custodian(s).

6. If a document once existed and subsequently has been lost, destroyed or is otherwise missing, You should provide sufficient information to identify the document and state, in writing, the details, including whether the document:

- a. is lost or missing;
- b. has been destroyed and, if so, by whom and at whose request;
- c. has been transferred or delivered, voluntarily or involuntarily, to another person or entity and at whose request; or
- d. has been otherwise disposed of.

7. In each instance in which a document once existed and subsequently is lost, missing, destroyed, or otherwise disposed of, explain the circumstances surrounding the disposition of the document, including, but not limited to:

- a. the identity of the person or entity who last possessed the document;
- b. the date or approximate date of the document's disposition; and
- c. the identity of all persons who have or had knowledge of the document's contents.

8. If any document responsive to any of these requests is privileged, and the document or any portion of the document requested is withheld based on a claim of privilege, provide a statement of the claim of privilege and all facts relied upon in support of that claim, including the following information:

- a. the reason for withholding the document;
- b. the date of such communication;
- c. the medium of such communication;
- d. the general subject matter of such communication (such description shall not be considered a waiver of Your claimed privilege);
- e. the identity of any document that was the subject of such communication and the present location of any such document;
- f. the identity of the persons involved in such communication;
- g. the identity of any document which records, refers, or relates to such communication and present location of any such document; and

h. the number or numbers of these requests for production of documents to which such information is responsive.

9. Documents attached to one another should not be separated. Each document requested should be produced in its entirety and without deletion, redaction or excisions, except as qualified by Instruction 8 above, regardless of whether You consider the entire document or only part of it to be relevant or responsive to these document requests. If You have redacted any portion of a document, stamp the word “REDACTED” beside the redacted information on each page of the document which You have redacted. Any redactions to documents produced should be identified in accordance with Instruction 8 above.

10. All datasets or databases that contain subscriber-level data should include a unique, stable personal identifier that remains the same for each individual across time, all plans, and all datasets or databases in which that individual appears. If different datasets or databases feature different unique identifiers, You should provide a data crosswalk that contains, for each individual, all of their identifiers in the data, as well as the associated dataset or database.

11. All data should be provided in machine-readable format. When possible given file size, data should be provided in *.csv, .txt, .xls, .xlsx, .ods, or other native flat file format. Data may also be delivered as a collection of flat files. Alternatively, if data cannot be produced in a machine-readable format, data may be produced as code sufficient to create machine-readable files.

12. All documents produced should be numbered sequentially, with a unique number on each page, and with a prefix identifying the party producing the document.

13. The “Relevant Time Period” applicable to these Requests is (1) January 1, 2010 to the present for documents, unless specifically stated otherwise in the request; and (2) January 1, 2010 for data, unless specifically stated otherwise in the request. Each request shall be

interpreted to include all documents that relate to the Relevant Time Period, even if such documents were prepared or published outside of the Relevant Time Period. If a document prepared before this period is necessary for a correct or complete understanding of any document covered by a request, You must produce the earlier document as well. If any document is undated and the date of its preparation cannot be determined, the document shall be produced if otherwise responsive to the request.

14. These document requests are continuing and therefore require You (or any person acting on Your behalf) to furnish supplemental responses whenever You (or any person acting on Your behalf) obtain additional information called for by the request. Each supplemental response shall be served on Plaintiffs no later than thirty (30) days after the discovery of the additional information.

DOCUMENT REQUESTS

Governmental Proceedings and Litigation

1. All documents and ESI produced to, submitted to, seized by, or received from the DOJ, the FCC, the FTC, or any other governmental, Congressional, administrative, regulatory or investigative body of the United States, District of Columbia, or any state of the United States concerning the Transaction, including but not limited to:

- a. all civil investigative demands, Second Requests, subpoenas and requests for documents You have received from the United States Department of Justice or any governmental, Congressional, administrative, regulatory or investigative body of the United States, District of Columbia, or any state of the United States concerning the Transaction;
- b. all position papers, white papers, prepared remarks (including any drafts of such papers or remarks), and associated backup data and code given, submitted or presented or intended to be given, submitted or presented to any governmental body;
- c. all documents and ESI related to approval of the Transaction by the Federal Communications Commission;

- d. all documents related to approval of the Transaction by the CPUC;
- e. all transcripts, notes summaries, and recordings of oral testimony created in connection with any federal or state regulatory review of the Transaction, whether or not procured by Civil Investigative Demand, Second Request or other compulsory process; or
- f. all communications between You and any governmental body regarding the Transaction, including without limitation, documents concerning search methodologies for custodial and non-custodial sources and documents concerning or constituting Your narrative responses to interrogatories or questions posed by the United States Department of Justice or any governmental, Congressional, administrative, regulatory or investigative body of the United States, District of Columbia, or any state of the United States concerning the Transaction.

2. All documents and ESI produced by You in the States' Pre-Merger Case, including but not limited to documents and ESI produced by You during any pre-filing investigation.

3. Beginning in January 2010, all documents and ESI submitted to, or seized by, the DOJ, the FCC, the FTC, or any other governmental, Congressional, administrative, or regulatory body of the United States, the District of Columbia, or any state of the United States concerning potential and attempted mergers between AT&T, Sprint, and/or T-Mobile, as well as any communications related to these potential mergers, including:

- a. internal communications, including internal communications within Sprint; and
- b. communications with third-parties, including but not limited to AT&T, Deutsche Telekom AG, and Softbank.

4. All communications relating to the Transaction, including the DOJ Consent Decree and the States' Pre-Merger Case, between AT&T and any employee, executive, director, or representative of any of the following since January 1, 2010:

- a. the DOJ;
- b. the FCC; or

- c. any state law enforcement or regulatory authority, including but not limited to:
 - i. the CPUC; or
 - ii. the office of the Attorney General for the State of California, the State of Colorado, the State of Michigan, the State of Maryland, the State of Connecticut, the State of Minnesota, the State of Mississippi, the State of New York, the State of Nevada, the State of Hawaii, the State of Illinois, the State of Oregon, the Commonwealth of Pennsylvania, the State of Texas, the Commonwealth of Virginia, the State of Wisconsin, the Commonwealth of Massachusetts, or the District of Columbia.

5. All documents and ESI submitted to or received from, and communications with, the monitoring trustee appointed January 13, 2020 to oversee the DOJ Consent Decree, or any individual working for that trustee, including any communications relating to the Transaction, even those that predate the appointment of the trustee.

Third-Party Access to the Company's Network

6. All communications, slide decks, reports, memos, and any other kind of document regarding, related to, planning, or responding to the planned shutdown of Sprint's 3G CDMA network and Sprint's LTE network.

7. All communications with DISH since January 1, 2018, relating to any of the following:

- a. the Transaction, including the DOJ Consent Decree and the States' Pre-Merger Case;
- b. any aspect of DISH or DISH's retail wireless customers' access to T-Mobile's wireless communications network, including but not limited to pricing, utilization, download speeds, coverage, and planned 3G network shutdown;
- c. any of the terms of the MNSA, including any subsequent amendments, even if "Master Network Services Agreement" or "MNSA" does not appear in the communication; or

- d. any proposed or adopted revision to the MSNA, even if “Master Network Services Agreement” or “MNSA” does not appear in the communication, including negotiations over amendments to these terms. All communications should be included, whether or not they resulted in an amendment.
8. All communications with any affiliate MVNO relating to any of the following:
 - a. network speed, reliability, or disruptions;
 - b. details of business arrangement, including but not limited to spectrum license or consumer pricing;
 - c. network rollout, including 4G and 5G rollout; or
 - d. the Transaction.

AT&T's Network

9. All documents, ESI, and communications related to spectrum auctions or spectrum purchases, or spectrum acquisition.
10. All internal assessments since January 1, 2016 related to 5G, including but not limited to 5G investment, rollout, maintenance, performance, consumer purchases, enterprise purchases, promotion, or competition, either internally or between You and any employee, executive, or representative of any of the following:
 - a. Deutsche Telekom AG;
 - b. Softbank;
 - c. Verizon;
 - d. affiliate MVNOs, including DISH; or
 - e. any regulator, including the FCC, the DOJ, the FTC, the CPUC, or any other federal, state or local regulator.
11. All documents and ESI since January 1, 2017 related to 5G, including but not limited to 5G investment, rollout, maintenance, performance, consumer purchases, enterprise purchases, promotion, or competition.

12. All documents and ESI since January 1, 2017 related to the cost of providing service, including the cost of 5G rollout, as well as all internal models that analyze cost.

Merger and Market Analysis

13. All documents and ESI related to competition in the retail mobile wireless market, including but not limited to retail mobile wireless pricing, quality adjusted pricing, market share, the effect of the Transaction, innovations in plan introductions, discounting, sales, network coverage, network speed, network investment, or spectrum purchases, or competitive intelligence documents or SWOT analysis

14. All documents and ESI concerning, analyzing or discussing the Transaction, including its presumed, anticipated, likely, or actual effects on competition for retail mobile wireless service, including, without limitation, the Transaction's presumed, anticipated likely, or actual effects on pricing, spectrum acquisition, rollout rates, quality of service, prices charged to MVNOs for network access, or any provider's market share.

15. All documents and ESI concerning Your pricing of retail mobile wireless service.

16. All documents and ESI concerning providing service for MVNOs, including pricing and other contract revisions.

17. All communications with Verizon, Sprint, T-Mobile, or any MVNOs since January 1, 2017, or between T-Mobile and Sprint prior to April 1, 2020, relating to any of the following:

- a. the Transaction;
- b. retail mobile wireless plan pricing, including discounting;
- c. spectrum acquisition;
- d. rollout rates of services over time and region, including rollout of 5G;

- e. quality of service, including download/upload speed, latency, and packet loss;
- f. prices charged to MVNOs for network access;
- g. retail mobile wireless plan subscriber numbers, usage levels, and churn rates; or
- h. joint technology investment or operations efforts with either company relating to mobile wireless telecommunications.

18. All documents, including agendas, minutes, notes, or memoranda, of any industry trade association meeting pertaining to wireless mobile telecommunications services.

19. All documents concerning trends or analysis of customer complaints or customer satisfaction either specific to Your wireless mobile telecommunications services subscribers or market wide.

Network, Coverage, and Retail Plan Information

20. All documents related to the practice of bundling of phones and/or other devices with service, including SMS messaging, data plans, phone minutes, etc.

21. Monthly subscriber-level plan data (in machine-readable format such as *.csv, *.txt, .xls, .xlsx, .ods, or other native flat file format) on all of Your U.S. retail mobile plan subscribers, including individuals and small businesses, between 2010 to present. This data should include, by subscriber:

- a. Subscriber name
- b. date of most recent contract initiation;
- c. all contract renewal dates;
- d. original contract price, broken into original monthly price and original monthly data allowance;
- e. all other discounts, promotional benefits, or other benefits received by subscriber, including but not limited to free or discounted phones (specify model and brand of phone, where applicable);

- f. original contract features and plan characteristics, including but not limited to contract type (e.g., pre-paid/post-paid), high speed data access, terms of 5G data access, and any entertainment access;
- g. current monthly payment, data allowance, and, where applicable, autopay discount;
- h. current monthly data usage, including time and amount of data use on 3G, 4G, and 5G networks and measures of data upload and download speeds, latency, and packet loss;
- i. current month measures of cost of providing the subscriber service;
- j. current contract terms, including but not limited to contract type (e.g., pre-paid/post-paid), high speed data access, terms of 5G data access, any entertainment access;
- k. any fees, including but not limited to late payment or data overage fees, charged this month;
- l. current number of lines;
- m. last month's data usage by line;
- n. current phone model for each line, for each subscriber;
- o. current residential zip code and CMA;
- p. subscriber age; and
- q. an indicator for whether the subscriber has terminated the contract in the present month.

22. Monthly U.S. census-block level data (in a native flat file format such as *.csv, .txt, .xls, .xlsx, .ods, or as a collection of flat files, or alternatively, as code sufficient to create machine-readable files from the data) from 2010 to present. Alternatively, please produce the most finely-disaggregated responsive data available to You. Please include, by census block identifier:

- a. total number of subscribers;
- b. indicators showing all wireless coverage availability during the current month, including but not limited to 2G, 3G, 4G, 4G LTE, 5G Extended Range, 5G Ultra Capacity, and Partner coverage;

- c. for each type of available wireless coverage in b), mean and median download speed, upload speed, and latency for this month;
- d. number of outages or other service problems this month;
- e. current month measures of cost of providing the subscriber service; and
- f. customer churn rates (*i.e.*, customer retention rates).

23. All documents concerning all data, inputs, metrics, and results from any internal network speed test run since January 1, 2010;

24. All Documents concerning all of Your retail mobile wireless plans that have been available any time between 2011 and the present, including, for each plan:

- a. all names, abbreviations, numeric IDs, or shorthand descriptions associated with the plan, both public and internal;
- b. date the Company first began developing the plan;
- c. date the plan first became available to consumers;
- d. date when the Company stopped offering the plan;
- e. all terms of the plan, including but not limited to monthly data caps, monthly payment, fees, any included entertainment plans, network type, and coverage, and other network quality attributes such as download/upload speed, latency, and packet loss;
- f. number of existing and new subscribers for each plan by CMA and month;
- g. current month measures of cost of providing the subscriber service for each plan; and
- h. information on all promotions and discounts ever associated with the plan, including, for each promotion or discount:
 - i. the dates that the promotion or discount became available or unavailable to consumers and ended since January 1, 2010;
 - ii. all promotional material associated with the promotion or discount, including but not limited to print ads, video advertisements, and mailings to prospective consumers; and

- iii. the terms of the promotion or discount, including but not limited to the duration, details about changes to plan pricing, changes to payment schedule, changes to available data, and changes to fees.

25. Each database or data set used or maintained by the Company relating to retail mobile wireless subscriptions at any time after January 2010, that contains information relating to each subscriber's:

- a. demographics, including but not limited to zip code, CMA, and age;
- b. subscription history, including the start date, end date, and plan name of all plans the subscriber has purchased, including plans from Sprint, T-Mobile, or the merged entity; or
- c. for each subscription the subscriber has purchased:
 - i. original contract terms, including but not limited to original contract price and original monthly data allowance;
 - ii. original contract features, including but not limited to high speed data access, terms of 5G data access, other quality attributes such as download/upload speed, latency, and packet loss, and any entertainment access;
 - iii. number of lines;
 - iv. the terms of all discounts, promotional benefits, or other benefits received by subscriber, including but not limited to free or discounted phones (specify model and brand of phone);
 - v. at the monthly level, the current phone model for each line, for each subscriber, including whether that model is 4K-enabled;
 - vi. at the monthly level, all monthly payments, fees, and discounts;
 - vii. at the monthly level, total data usage by line, and mean and mean upload, download, and latency speed by line;
 - viii. at the monthly level, by each line, total data usage by network (e.g., data used on 3G, data used on LTE, and data used on 5G); or
 - ix. the date(s) and details of any plan price or other term changes.

Corporate Structure and Policies

26. Organization charts sufficient to identify:

- a. individuals who act as custodians of business records and other information for You, such as all persons responsible for ESI management, organization, retention, preservation, and destruction of ESI;
- b. all of Your internal information services or information technology departments; and
- c. all individuals who are responsible for creating back-ups for archiving email messages.

Data Custodians and Access

27. Documents sufficient to show those persons most knowledgeable about the Company's data storage, dataset creation, data cleaning, and data maintenance, including each database or data set responsive to this request.

28. Documents sufficient to explain the meaning of the data responsive to any of these requests, including all record layouts, data dictionaries, field codes, and other codes or descriptions.

29. Documents sufficient to show how to operate or run any of the programs maintained on the computer-related equipment or system utilized by You to maintain data responsive to any of these requests, including whether any such data can be produced within a machine-readable format such as *.csv, *.txt, .xls, .xlsx, .ods, or other native flat file format.

Document Retention and Control

30. Documents that reflect or describe Your policies, procedures, and guidelines for Your company's use or retention of email, instant messages, or other forms of electronic communications.

31. Documents that reflect or describe Your policies, procedures, and guidelines for the provision or funding of mobile phones or mobile services to Your employees.

32. Documents that reflect or describe Your document retention policies and any litigation hold implemented in connection with this litigation, including the date that any litigation hold was implemented.

33. All documents referring to the concealment, destruction, or spoliation of any documents that are responsive to any of these document requests.

34. All documents reflecting or describing policies or practices regarding employee or contractor use of personal devices not owned or controlled by the Company to create, receive, store, or send work-related documents or communications and any technical controls to limit such use.

Plaintiffs and the Present Action

35. All documents provided to, transmitted to, received from, or concerning Plaintiffs.

36. All documents about Your communications concerning the above-captioned action with non-parties, including class members or any governmental entity.

November 6, 2024:

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