EXHIBIT H

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November 7, 2024

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VIA Electronic Mail

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RE: *Dale et al. v. Deutsche Telekom AG, T-Mobile US, Inc., and Softbank Group Corp.*, Case No. 1:22-cv-03189 (N.D. Ill.)

Dear Martin:

We write in response to your September 20, 2024 letter.

Thank you for considering the request narrowing that Plaintiffs proposed in their May 21, 2024 letter. We maintain that Plaintiffs' requests seek relevant information and that our narrowing proposals should obviate AT&T's objections. We hope the following responses can resolve much of our disagreements, but in other areas we may now be at an impasse.

Pre-Merger Documents (Request Nos. 1-3 and Instruction No. 13)

You continue to ignore that an evaluation of the post-merger anticompetitive effects requires looking at the state of the market before the merger. Furthermore, strategic decisions about network deployment, pricing decisions, and competitive reviews occur months before changes occur. AT&T's modeling and strategy discussions before the merger consummated would have considered the different possible scenarios for Sprint's future and speak directly to the competitive decisions AT&T made after the merger. That evidence is highly relevant to Plaintiffs' claims, and they cannot forego it entirely, as your proposal asks.

Plaintiffs never "backpedaled" on their willingness to accept reproduction of documents that AT&T produced in previous government investigations and litigation. We merely clarified that such a reproduction would only satisfy Plaintiffs' request for documents up to the date when AT&T produced those documents in the previous investigations and litigation. As we explained during the September 6 meet and confer, Plaintiffs cannot forego discovery of the period between when AT&T produced those documents—which appears to be August 2019 for the last productions—and when the Merger closed in April 2020. Plaintiffs cannot accept losing 8 or more months of relevant discovery.

We remain open to accepting reproduction of the approximately 1,900 documents AT&T has identified from its previous productions as satisfaction of production through August 2019, but if

AT&T refuses to collect and produce responsive documents after that date, we are at an impasse and will seek an enforcement order for the requested period.

Documents Concerning Named Plaintiffs (No. 35)

We consulted with Ann Lambert and identified her billing account number as 279447724. Please let us know if there is any issue with that number or if you meant something else by "BAN."

Relatedly, we want to confirm that AT&T will produce the named plaintiffs' bills. The plaintiffs who are or were AT&T customers have exhausted customer service routes to collect previous billing statements. We are looking for, at a minimum, Anthony Dale's billings statements from June 2018 through 2019 and Ann Lambert's billing statements from June 2018 through 2019.

AT&T's Offer to Produce Documents Sufficient to Show Certain Information Requested (Nos. 6, 9-15, 20, 23, 24)

We are at an impasse on these Requests. Your claim that a "search-term based review is unduly burdensome, expensive, disproportionate, and exceeds the standards of Rule 45" is unsubstantiated. Plaintiffs already explained that they are willing to resolve questions of burden by negotiating the number of custodians and the search terms to apply. Unwillingness to consider discussing such an approach is unsupported by any authority.

Courts have required nonparties to conduct search-term based reviews in response to subpoenas in much simpler cases than this. *See*, *SPS Techs., LLC v. Boeing Co.*, 2019 WL 2409601, at *4 (N.D. Ill. June 7, 2019) (finding that a proposed search of seven custodians for a limited date range "provide sufficient limitations on the search," and that such limitations combined with agreed search terms made the search "sufficiently surgical and targeted"). The lone case you cite in your letter does not suggest anything to the contrary. The Plaintiffs in *Craigville Telephone Co. v. T-Mobile USA, Inc.*, 2022 WL 1774041 (N.D. Ill. Dec. 16, 2022), asked the court to compel the defendant to run searches on *additional* custodians beyond the five custodians the defendant had already searched. The defendant in *Craigville* did not take the unreasonable position—which AT&T takes here—that custodial search-term based searches are always inappropriate for third parties.

To resolve the impasse, we intend to seek an order from the Court compelling AT&T to identify 20 custodians with documents most responsive to Plaintiffs' requests, so that the parties can negotiate production from that subset of AT&T current and former employees. Should AT&T take a more reasonable position and engage in good-faith negotiations over a proposed custodian list, Plaintiffs are willing to settle for a smaller number of custodians in exchange for avoiding the delay and expense of briefing this issue with the Court.

Requests To Be Narrowed (Nos. 7, 17)

Contrary to your letter, we did not concede that these Requests were overbroad; we merely offered to examine them for ways we could further narrow them to resolve AT&T's objections. We appreciate that misunderstandings occur during the meet and confer process, but this is unfortunate. At any rate, we do not believe further narrowing of Request No. 7 makes sense, but are willing to propose some narrowing of Request No. 17.

Your representations about AT&T's relationship to the Master Network Service Agreement suggest that targeted search terms would not yield a burdensome volume of documents. Again,

your claims of burden are unsubstantiated. You do not explain why T-Mobile would possess AT&T's communications with DISH. That leaves us at an impasse on this Request, and Plaintiffs intend to include it in their motion to enforce their subpoena.

Plaintiffs believe Request No. 17 is already sufficiently tailored, but in an effort to compromise and avoid court intervention, we are willing to narrow their request as follows:

> All communications with Verizon or DISH since January 1, 2017, relating to:
>
> a. the Transaction;
> b. retail mobile wireless plan pricing, including discounting;
> c. the need or desire to acquire spectrum—whether via auction, purchase from a competitor, or via acquisition of another company—to compete with other mobile network operators;
> d. analysis or projections of how spectrum acquisitions by AT&T would affect plan costs, or plan pricing for AT&T customers;
> e. analysis or projections of how spectrum acquisitions by AT&T or other mobile network operators would affect plan costs for other mobile network operators, or plan pricing set by other mobile network operators;
> f. the portion of customer plan costs AT&T attributes to capital expenditures related to spectrum acquisition
> g. rollout rates of services over time and region, including rollout of 5G;
> h. quality of service—including download/upload speed, latency, and packet loss—of Your network, or comparisons of the quality of service on Your network to the quality of service on Verizon's, Sprint's, T-Mobile's, or DISH's network;
> i. prices charged to MVNOs for network access;
> j. retail mobile wireless plan subscriber numbers, usage levels, and churn rates; or
> k. joint technology investment or operations efforts with either company relating to mobile wireless telecommunications.

Each of these categories relate directly to the issues in this case. We can address any additional concerns AT&T has about the burden of reviewing responsive documents when we tailor custodian and search term lists. If AT&T rejects this proposal, Plaintiffs reserve the right to compel compliance with Request No. 17 as originally drafted.

Requests Concerning MVNO, Competitor Communications, and Customer Feedback (Nos. 8, 10, 14, 16, 19)

Affiliate MVNOS (Request Nos. 8, 10, 14, 16): Both AT&T's relationships with its MVNOs and various MVNOs' relationships with T-Mobile bear directly on Plaintiffs' claims. Plaintiffs' complaint alleges that MVNOs are part of the Retail Cell Service Market. And while the relevant market in this case "includes MVNO sales to their customers, for purposes of economic analysis those subscribers should be attributed to the MNOs whose networks they use." Compl. ¶ 31. Plaintiffs' Request Nos. 8, 10, 14, and 16 seek information related to those relationships between the MVNOs and MNOs necessary to establish the effects of the Merger.

The section headings clarify that the reference to MVNOs in Request Nos. 8 and 10 relate to the MVNOs with which AT&T has a contractual relationship. *See* Schedule A at 11 ("Third-Party Access to the Company's Network"), 12 ("AT&T's Network"). Likewise, the section headings show that the reference to MVNOs in Request Nos. 14 and 16 refer to MVNOs market wide.

See Schedule A at 13 ("Merger and Market Analysis"). But to avoid confusion, Plaintiffs offer the following clarifications:

- Request No. 8: All communications with any MVNO with which You have a contractual relationship 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.

- Request No. 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. Any MVNO with which You have a contractual relationship; or
    e. any regulator, including the FCC, the DOJ, the FTC, the CPUC, or any other federal, state, or local regulator.

- Request No. 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 that a wireless provider charges to an MVNO for network access, or any provider's market share.

- Request No. 16: All documents and ESI concerning a wireless providers' furnishing of service for MVNOs, including pricing and other contract revisions.

AT&T's lack of knowledge about the various contractual relationships between its competitors and the MVNOs operating on those competitors' networks does not render these requests vague and ambiguous. It either has documents responsive to these requests—in which case it is necessarily aware of those relationships—or it does not have responsive documents. AT&T's responsibility for complying with the subpoenas is simple in the latter case—confirm in writing that it lacks responsive documents. For the former case, the way to handle any burden concerns is through the custodian and search term negotiation process.

Request No. 10: As an initial matter, this Request seeks internal assessments in addition to communications with AT&T's competitors and certain other third parties. And you do not explain how Plaintiffs' requests for relevant documents becomes inappropriate when that request sweeps within its ambit communications between AT&T and its competitors. T-Mobile's defensive case focuses on 5G services, and Plaintiffs' Request No. 10 seeks targeted discovery into this issue. *See* ECF 79.

Request No. 19: You also ignore that this case relates to quality of service, and, potentially, "quality-adjusted prices." ECF 1 at 41. Plaintiffs' Request No. 19 seeks information bearing directly on those issues.

Again, you provide no evidence to substantiate your claim that Plaintiffs' Request Nos. 8, 10, 14, 16, 19 pose a burden. To the extent there is any burden, we can (as we explained before) address it during negotiations over custodians and search terms. Unless AT&T reconsiders, we are at an impasse.

Please let us know by November 13 which of Plaintiffs' proposals AT&T accepts. We will consider any proposals that AT&T does not accept—after months of negotiations and delay—to be at an impasse.

We look forward to hearing your response.

Kind regards,