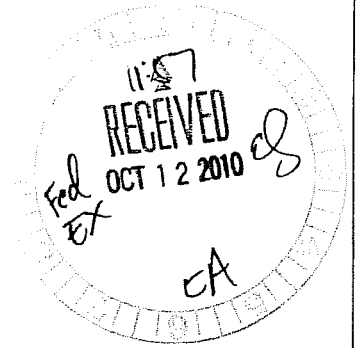


EXHIBIT C



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 7 AMERICA LLC (erroneously sued as "Sony
 Computer Entertainment America Inc.")
 8

9
 10 UNITED STATES DISTRICT COURT
 11 NORTHERN DISTRICT OF CALIFORNIA
 12 SAN FRANCISCO DIVISION

13
 14 In re SONY PS3 "OTHER OS"
 15 LITIGATION

CASE NO. 3:10-CV-01811 RS (EMC)

**DEFENDANT SONY COMPUTER
 ENTERTAINMENT AMERICA LLC'S
 16 RESPONSES AND OBJECTIONS TO
 17 PLAINTIFFS' FIRST SET OF REQUESTS
 18 FOR PRODUCTION OF DOCUMENTS**

19 Judge: Hon. Richard Seeborg
 20 Courtroom: 3

21 PROPOUNDING PARTY: PLAINTIFFS ANTHONY VENTURA, JONATHAN
 22 HUBER, ANTAL HERZ, JASON BAKER, AND ELSTON
 23 STOVELL
 24 RESPONDING PARTY: DEFENDANT SONY COMPUTER ENTERTAINMENT
 AMERICA LLC
 25 SET NO.: ONE

1 Pursuant to Rule 34 of the Federal Rules of Civil Procedure, defendant Sony Computer
2 Entertainment America LLC (“SCEA”) responds and objects to Plaintiffs’ First Set Of Requests
3 For Production Of Documents as follows:

4 **GENERAL STATEMENT AND OBJECTIONS**

5 1. SCEA objects to each document request to the extent that it seeks documents
6 subject to and protected by the attorney-client privilege, the attorney work-product doctrine or
7 other applicable privilege or protection from discovery. Nothing contained herein is intended to
8 be or should be construed as a waiver of the attorney-client privilege, the attorney work-product
9 doctrine or any other applicable privilege, protection or doctrine.

10 2. The following responses are based on information available as of the date of these
11 responses. It is anticipated that further discovery, investigation, and analysis may supply
12 additional facts and add meaning to known facts, as well as establish entirely new factual
13 conclusions and legal contentions, all of which may lead to substantial changes, additions, or
14 variations to the information set forth herein. Hence, the responses, which are made in a good
15 faith effort to comply with the provisions of Fed. R. Civ. P. 34 and to supply as much factual
16 information as is presently known, are given without prejudice to SCEA’s right to produce
17 evidence of any subsequently discovered fact or facts which SCEA may later recall or produce,
18 and SCEA accordingly reserves the right to change the responses herein as additional facts are
19 ascertained, analysis is made, legal research is completed, and contentions are made.

20 3. These responses are made solely for the purpose of discovery in this action.
21 Nothing herein is intended to waive the following objections, which are expressly reserved: all
22 objections as to competency, relevancy, authenticity, propriety, materiality, and admissibility of
23 the subject matter of the requests; all objections as to vagueness, ambiguity, or undue burden; all
24 objections on any grounds as to the use of any information provided in response to these requests;
25 all objections on any grounds to any request for further responses to these or other requests; and
26 any and all other objections and grounds that would or could require or permit the exclusion of
27 any document or statement therein from evidence, all of which objections and grounds are
28 reserved and may be interposed at the time of trial.

1 4. SCEA objects to the requests to the extent that they seek documents containing
2 information that is confidential, proprietary, trade secret or protected by any right of privacy
3 under the United States and/or California Constitutions or by Federal and/or State statutory or
4 common law. SCEA also objects to the requests to the extent they seek confidential information
5 pertaining to any individual or entity who is not a party to this litigation and whose right of
6 privacy is protected by the United States and/or California Constitutions, or by Federal and/or
7 State statutory or common law rights of privacy. SCEA will only produce any such documents
8 subject to the terms of an appropriate Protective Order and to the extent that such production is
9 not in breach of any agreement with any third party. In addition, to the extent SCEA agrees to
10 produce any documents in response to these requests, such documents will be produced at a
11 mutually convenient place and time. Any statement indicating an intent to produce, however,
12 should not be taken as a representation that relevant documents in fact exist.

13 5. SCEA objects to each request and definition to the extent that it seeks information
14 that is neither relevant to the claim or defense of any party nor reasonably calculated to lead to the
15 discovery of admissible evidence herein.

16 6. SCEA objects to each request to the extent it seeks production of documents or
17 other information related to the distribution of refurbished or otherwise used PlayStation®3
18 (“PS3”) consoles. To the extent SCEA agrees to produce any documents in response to these
19 requests, it will only produce documents related to the distribution of new PS3 consoles in the
20 United States.

21 7. SCEA also objects to each request to the extent it seeks production of documents
22 or other information that it has no knowledge of; not in its possession, custody, or control; and/or
23 for which it was not responsible that were provided with any PS3s at the time of sale.

24 8. SCEA objects to the definition of “DOCUMENT” on the grounds that it is vague
25 and ambiguous and compound. SCEA further objects to the definition of “DOCUMENT” to the
26 extent it requires more information and imposes additional burdens not imposed by the Federal
27 Rules of Civil Procedure, requires the production of documents or other information not
28 responsive to these requests, and is overbroad and unduly burdensome.

1 9. SCEA objects to the definition of “ELECTRONICALLY STORED
2 INFORMATION” on the grounds that it is vague and ambiguous and compound. SCEA further
3 objects to the definition of “ELECTRONICALLY STORED INFORMATION” to the extent it
4 requires more information and imposes additional burdens not imposed by the Federal Rules of
5 Civil Procedure, requires the production of documents or other information not responsive to
6 these requests, and is overbroad and unduly burdensome.

7 10. SCEA also objects to the demand for production of documents from sources of
8 electronically-stored information (or “ESI”) not reasonably accessible due to undue burden or
9 cost, including any files deleted in the normal course of business, any back-up tapes, and any
10 electronic devices not centrally maintained by SCEA, and on the grounds that the parties have not
11 yet met and confer regarding their obligations to produce documents from sources of ESI.

12 11. SCEA objects to the definition of “OTHER OS” on the grounds that it is vague
13 and ambiguous and lacks foundation. For purposes of these responses, SCEA will define and
14 understand the term “OTHER OS” to mean an operating system other than the operating system
15 native on the PS3 as it was distributed new in the United States.

16 12. SCEA objects to the definition of “TO,” “REGARDING,” and “WITH RESPECT
17 TO” on the grounds that it is vague and ambiguous, overbroad, and compound.

18 13. SCEA objects to the definition of “REFER OR RELATE TO” on the grounds that
19 it is vague and ambiguous, overbroad, and compound.

20 14. SCEA objects to the definition of “SCEA,” “YOU,” “YOUR,” and
21 “DEFENDANT” on the grounds that it is vague and ambiguous, overbroad, and compound.
22 SCEA further objects to this definition to the extent it causes each request incorporating these
23 terms to be unduly burdensome. SCEA does not agree to Plaintiffs’ definition of these terms as
24 used in these requests. To the extent SCEA provides a response to any of these requests, SCEA
25 will define and understand the terms “SCEA,” “YOU,” “YOUR,” and “DEFENDANT” to mean
26 Sony Computer Entertainment America LLC, including its employees.

27 15. SCEA objects to the definition of “UPDATE 3.21” on the grounds that it is vague
28 and ambiguous as to the phrase “issued by,” and lacks foundation.

1 16. SCEA objects to the definition of “PERSON” and “PERSONS” on the grounds
2 that it is vague and ambiguous and compound.

3 17. SCEA objects to the definition of “IDENTIFY” on the grounds that it is vague and
4 ambiguous, compound, and requires more information and imposes additional burdens not
5 imposed by the Federal Rules of Civil Procedure.

6 18. SCEA objects to Instruction Number 1 on the grounds that it is vague and
7 ambiguous, overbroad, unduly burdensome, and requires more information and imposes
8 additional burdens not imposed by the Federal Rules of Civil Procedure. To the extent SCEA
9 agrees to produce any documents, it will comply with the requirements of Fed. R. Civ. P. 34
10 unless, and to the extent, the parties reach an agreement related to this instruction.

11 19. SCEA objects to Instruction Number 2 on the grounds that it is overbroad, unduly
12 burdensome, and requires more information and imposes additional burdens not imposed by the
13 Federal Rules of Civil Procedure. To the extent SCEA agrees to produce any documents, it will
14 comply with the requirements of Fed. R. Civ. P. 34 unless, and to the extent, the parties reach an
15 agreement related to this instruction.

16 20. SCEA objects to Instruction Number 3 on the grounds that it is vague and
17 ambiguous, overbroad, unduly burdensome, and requires more information and imposes
18 additional burdens not imposed by the Federal Rules of Civil Procedure. SCEA only agrees to
19 produce the documents as set forth in its responses hereto.

20 21. SCEA objects to Instruction Numbers 4, 5, 6, and 7 on the grounds that they are
21 overbroad, unduly burdensome, and require more information and impose additional burdens not
22 imposed by the Federal Rules of Civil Procedure. To the extent SCEA agrees to produce any
23 documents, it will comply with the requirements of Fed. R. Civ. P. 34 unless, and to the extent,
24 the parties reach an agreement related to this instruction.

25 22. SCEA objects to Instruction Number 8 on the grounds that it is overbroad, unduly
26 burdensome, and requires more information and imposes additional burdens not imposed by the
27 Federal Rules of Civil Procedure. To the extent any documents SCEA would otherwise agree to
28 produce have been lost, destroyed, or are otherwise missing, SCEA will comply with the

1 requirements of the Federal Rules of Civil Procedure unless, and to the extent, the parties reach
2 an agreement related to this instruction.

3 23. SCEA objects to Instruction Numbers 10 and 11 on the grounds that they are
4 overbroad, unduly burdensome, and require more information or impose additional burdens not
5 imposed by the Federal Rules of Civil Procedure. To the extent SCEA agrees to produce any
6 documents, it will comply with the requirements of Fed. R. Civ. P. 26 unless, and to the extent,
7 the parties reach an agreement related to this instruction.

8 **RESPONSES TO DOCUMENT REQUESTS**

9 The foregoing General Statement And Objections shall be deemed to be incorporated in
10 full into each response separately set forth below. SCEA responds as follows:

11 **REQUEST FOR PRODUCTION NO. 1:**

12 All advertisements, marketing materials, promotional materials and press releases YOU
13 created, issued, or authorized to be released in the United States or its territories that REFER OR
14 RELATE TO the OTHER OS feature.

15 **RESPONSE TO REQUEST FOR PRODUCTION NO. 1:**

16 SCEA incorporates its General Statement And Objections as if fully set forth herein.
17 SCEA also objects to the terms and phrases “advertisements,” “marketing materials,”
18 “promotional materials,” “press releases,” “YOU,” “created,” “issued,” and “or its territories,”
19 “REFER OR RELATE TO,” and “OTHER OS,” which are vague and ambiguous, and when read
20 in conjunction with other defined and undefined terms would impose an undue burden on SCEA
21 to speculate as to what documents might possibly relate to the subject of the request, and then
22 produce those documents. SCEA further objects to this request on the grounds that it is
23 compound. Subject to and without waiving the foregoing objections, and pursuant to the terms of
24 an appropriate Protective Order, SCEA will produce statements publicly disseminated in writing
25 by SCEA referencing the PS3 Other OS feature which are located after a reasonably diligent
26 search.

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28 ////

1 **REQUEST FOR PRODUCTION NO. 2:**

2 All DOCUMENTS, including but not limited to, product packaging, user guides, and
3 pamphlets, which were included with PS3s sold in the United States or its territories.

4 **RESPONSE TO REQUEST FOR PRODUCTION NO. 2:**

5 SCEA incorporates its General Statement And Objections as if fully set forth herein.
6 SCEA also objects to the terms and phrases "DOCUMENTS," "product packaging,"
7 "pamphlets," and "or its territories," which are vague and ambiguous, and when read in
8 conjunction with other defined and undefined terms would impose an undue burden on SCEA to
9 speculate as to what documents might possibly relate to the subject of the request, and then
10 produce those documents. SCEA further objects to this request on the grounds that it is
11 overbroad and unduly burdensome on its face. It is not limited by time period, nor to the claims
12 and defenses in this case. SCEA also objects to this request on the grounds that it is compound.
13 Subject to and without waiving the foregoing objections, and pursuant to the terms of an
14 appropriate Protective Order, SCEA will produce the documents that were included with PS3s
15 distributed by SCEA in the United States from November 17, 2006 to March 27, 2010.

16 **REQUEST FOR PRODUCTION NO. 3:**

17 All DOCUMENTS that REFER OR RELATE TO instructions for using the OTHER OS
18 feature.

19 **RESPONSE TO REQUEST FOR PRODUCTION NO. 3:**

20 SCEA incorporates its General Statement And Objections as if fully set forth herein.
21 SCEA also objects to the terms and phrases "DOCUMENTS," "REFER OR RELATE TO,"
22 "using," and "OTHER OS," which are vague and ambiguous, and when read in conjunction with
23 other defined and undefined terms would impose an undue burden on SCEA to speculate as to
24 what documents might possibly relate to the subject of the request, and then produce those
25 documents. Subject to and without waiving the foregoing objections, and pursuant to the terms of
26 an appropriate Protective Order, SCEA will produce the instructions it issued for using the Other
27 OS feature.

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1 **REQUEST FOR PRODUCTION NO. 4:**

2 All DOCUMENTS that REFER OR RELATE TO instructions for installing any other
3 operating system on the PS3, other than that pre-installed by SCEA.

4 **RESPONSE TO REQUEST FOR PRODUCTION NO. 4:**

5 SCEA incorporates its General Statement And Objections as if fully set forth herein.
6 SCEA also objects to the terms and phrases "DOCUMENTS," "REFER OR RELATE TO," "any
7 other operating system," "pre-installed," and "SCEA," which are vague and ambiguous, and
8 when read in conjunction with other defined and undefined terms would impose an undue burden
9 on SCEA to speculate as to what documents might possibly relate to the subject of the request,
10 and then produce those documents. For purposes of this response, SCEA will construe "operating
11 system" to mean "OS." SCEA further objects to this request on the grounds that it is overbroad
12 and unduly burdensome on its face. It is not limited by time period, nor to the claims and
13 defenses in this case. SCEA also objects to this request on the grounds that it lacks foundation.
14 Subject to and without waiving the foregoing objections, and pursuant to the terms of an
15 appropriate Protective Order, SCEA will produce the instructions it issued for installing any
16 Other OS on the PS3.

17 **REQUEST FOR PRODUCTION NO. 5:**

18 All DOCUMENTS, including but not limited to any studies, focus groups, statistics or
19 polls, that REFER OR RELATE TO YOUR decision to include the OTHER OS feature on the
20 PS3.

21 **RESPONSE TO REQUEST FOR PRODUCTION NO. 5:**

22 SCEA incorporates its General Statement And Objections as if fully set forth herein.
23 SCEA also objects to the terms and phrases "DOCUMENTS," "REFER OR RELATE TO,"
24 "YOUR," "decision," and "OTHER OS," which are vague and ambiguous, and when read in
25 conjunction with other defined and undefined terms would impose an undue burden on SCEA to
26 speculate as to what documents might possibly relate to the subject of the request, and then
27 produce those documents. SCEA further objects to this request on the grounds that it lacks
28 foundation. Subject to and without waiving the foregoing objections, SCEA is willing to meet

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1 and confer to clarify what this request seeks and/or narrow this request to appropriate relevant
2 areas.

3 **REQUEST FOR PRODUCTION NO. 6:**

4 All DOCUMENTS, including but not limited to any studies, focus groups, statistics or
5 polls, that REFER OR RELATE TO YOUR decision to disable or remove the OTHER OS
6 feature on the PS3, or UPDATE 3.21.

7 **RESPONSE TO REQUEST FOR PRODUCTION NO. 6:**

8 SCEA incorporates its General Statement And Objections as if fully set forth herein.
9 SCEA also objects to the terms and phrases “DOCUMENTS,” “REFER OR RELATE TO,”
10 “YOUR,” “decision,” and “OTHER OS,” which are vague and ambiguous, and when read in
11 conjunction with other defined and undefined terms would impose an undue burden on SCEA to
12 speculate as to what documents might possibly relate to the subject of the request, and then
13 produce those documents. SCEA further objects to this request on the grounds that it is
14 compound and lacks foundation. Subject to and without waiving the foregoing objections, SCEA
15 is willing to meet and confer to clarify what this request seeks and/or narrow this request to
16 appropriate relevant areas.

17 **REQUEST FOR PRODUCTION NO. 7:**

18 All DOCUMENTS, including but not limited to any studies, focus groups, statistics or
19 polls, that REFER OR RELATE TO consumers’ interest in purchasing a video game console with
20 the OTHER OS feature.

21 **RESPONSE TO REQUEST FOR PRODUCTION NO. 7:**

22 SCEA incorporates its General Statement And Objections as if fully set forth herein.
23 SCEA also objects to the terms and phrases “DOCUMENTS,” “REFER OR RELATE TO,”
24 “consumers’ interest,” and “OTHER OS,” which are vague and ambiguous, and when read in
25 conjunction with other defined and undefined terms would impose an undue burden on SCEA to
26 speculate as to what documents might possibly relate to the subject of the request, and then
27 produce those documents. Subject to and without waiving the foregoing objections, SCEA is

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1 willing to meet and confer to clarify what this request seeks and/or narrow this request to
2 appropriate relevant areas.

3 **REQUEST FOR PRODUCTION NO. 8:**

4 All DOCUMENTS sufficient to determine the number of PS3s sold in the United States or
5 its territories to consumers.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 8:**

7 SCEA incorporates its General Statement And Objections as if fully set forth herein.
8 SCEA also objects to the terms and phrases "DOCUMENTS," "sufficient to determine," "sold,"
9 "or its territories," and "consumers," which are vague and ambiguous, and when read in
10 conjunction with other defined and undefined terms would impose an undue burden on SCEA to
11 speculate as to what documents might possibly relate to the subject of the request, and then
12 produce those documents. SCEA further objects to this request on the grounds that it is
13 overbroad and unduly burdensome on its face. It is not limited by time period, nor to the claims
14 and defenses in this case. SCEA also objects to this request on the grounds that it is compound.
15 Subject to and without waiving the foregoing objections, and pursuant to the terms of an
16 appropriate Protective Order, SCEA will produce documents sufficient to show the number of
17 PS3s distributed by SCEA in the United States to retailers and distributors between November 17,
18 2006 and March 27, 2010.

19 **REQUEST FOR PRODUCTION NO. 9:**

20 All DOCUMENTS sufficient to determine the amount of revenue generated from the sale
21 of PS3s in the United States or its territories to consumers.

22 **RESPONSE TO REQUEST FOR PRODUCTION NO. 9:**

23 SCEA incorporates its General Statement And Objections as if fully set forth herein.
24 SCEA also objects to the terms and phrases "DOCUMENTS," "sufficient," "determine," "amount
25 of revenue," "sale," "or its territories," and "consumers," which are vague and ambiguous, and
26 when read in conjunction with other defined and undefined terms would impose an undue burden
27 on SCEA to speculate as to what documents might possibly relate to the subject of the request,
28 and then produce those documents. SCEA further objects to this request on the grounds that it is

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1 overbroad and unduly burdensome on its face. It is not limited by time period, nor to the claims
2 and defenses in this case. SCEA also objects to this request on the grounds that it is compound.
3 SCEA further objects to this request on the grounds that it is premature; seeks documents
4 containing information that is confidential, proprietary, trade secret or protected by any right of
5 privacy under the United States and/or California Constitutions or by Federal and/or State
6 statutory or common law; and is barred by California Civil Code section 3295.

7 **REQUEST FOR PRODUCTION NO. 10:**

8 All DOCUMENTS sufficient to determine the number of PS3 purchasers in the United
9 States or its territories that utilized the OTHER OS feature.

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 10:**

11 SCEA incorporates its General Statement And Objections as if fully set forth herein.
12 SCEA also objects to the terms and phrases “DOCUMENTS,” “sufficient,” “determine,”
13 “number of PS3 purchasers,” “or its territories,” “utilized,” and “OTHER OS,” which are vague
14 and ambiguous, and when read in conjunction with other defined and undefined terms would
15 impose an undue burden on SCEA to speculate as to what documents might possibly relate to the
16 subject of the request, and then produce those documents. SCEA further objects to this request
17 on the grounds that it is compound. Subject to and without waiving the foregoing objections,
18 SCEA is willing to meet and confer to clarify what this request seeks and/or narrow this request
19 to appropriate relevant areas.

20 **REQUEST FOR PRODUCTION NO. 11:**

21 All DOCUMENTS, including but not limited to any studies, focus groups, statistics or
22 polls, that REFER OR RELATE TO the utilization or popularity of the OTHER OS feature on the
23 PS3.

24 **RESPONSE TO REQUEST FOR PRODUCTION NO. 11:**

25 SCEA incorporates its General Statement And Objections as if fully set forth herein.
26 SCEA also objects to the terms “DOCUMENTS,” “REFER OR RELATE TO,” “utilization,”
27 “popularity,” and “OTHER OS,” which are vague and ambiguous, and when read in conjunction
28 with other defined and undefined terms would impose an undue burden on SCEA to speculate as

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1 to what documents might possibly relate to the subject of the request, and then produce those
2 documents. SCEA further objects to this request on the grounds that it is compound. Subject to
3 and without waiving the foregoing objections, SCEA is willing to meet and confer to clarify what
4 this request seeks and/or narrow this request to appropriate relevant areas.

5 **REQUEST FOR PRODUCTION NO. 12:**

6 All DOCUMENTS, including but not limited to any studies, focus groups, statistics or
7 polls, that REFER OR RELATE TO the reasons for including the OTHER OS feature on the PS3.

8 **RESPONSE TO REQUEST FOR PRODUCTION NO. 12:**

9 SCEA incorporates its General Statement And Objections as if fully set forth herein.
10 SCEA also objects to the terms and phrases “DOCUMENTS,” “REFER OR RELATE TO,” “the
11 reasons for including,” and “OTHER OS,” which are vague and ambiguous, and when read in
12 conjunction with other defined and undefined terms would impose an undue burden on SCEA to
13 speculate as to what documents might possibly relate to the subject of the request, and then
14 produce those documents. Subject to and without waiving the foregoing objections, SCEA is
15 willing to meet and confer to clarify what this request seeks and/or narrow this request to
16 appropriate relevant areas.

17 **REQUEST FOR PRODUCTION NO. 13:**

18 All DOCUMENTS, including but not limited to any studies, focus groups, statistics or
19 polls, that REFER OR RELATE TO the reasons for disabling the OTHER OS feature on the PS3.

20 **RESPONSE TO REQUEST FOR PRODUCTION NO. 13:**

21 SCEA incorporates its General Statement And Objections as if fully set forth herein.
22 SCEA also objects to the terms and phrases “DOCUMENTS,” “REFER OR RELATE TO,” “the
23 reasons for disabling,” and “OTHER OS,” which are vague and ambiguous, and when read in
24 conjunction with other defined and undefined terms would impose an undue burden on SCEA to
25 speculate as to what documents might possibly relate to the subject of the request, and then
26 produce those documents. Subject to and without waiving the foregoing objections, SCEA is
27 willing to meet and confer to clarify what this request seeks and/or narrow this request to
28 appropriate relevant areas.

1 **REQUEST FOR PRODUCTION NO. 14:**

2 All DOCUMENTS that REFER OR RELATE TO customer complaints REGARDING
3 disabling the OTHER OS feature or UPDATE 3.21 on the PS3.

4 **RESPONSE TO REQUEST FOR PRODUCTION NO. 14:**

5 SCEA incorporates its General Statement And Objections as if fully set forth herein.
6 SCEA also objects to the terms and phrases “DOCUMENTS,” “REFER OR RELATE TO,”
7 “customer complaints,” “REGARDING,” and “OTHER OS,” which are vague and ambiguous,
8 and when read in conjunction with other defined and undefined terms would impose an undue
9 burden on SCEA to speculate as to what documents might possibly relate to the subject of the
10 request, and then produce those documents. SCEA further objects to this request on the grounds
11 that it is compound. Subject to and without waiving the foregoing objections, SCEA is willing to
12 meet and confer to clarify what this request seeks and/or narrow this request to appropriate
13 relevant areas.

14 **REQUEST FOR PRODUCTION NO. 15:**

15 All contracts or agreements that REFER OR RELATE TO the OTHER OS feature on the
16 PS3.

17 **RESPONSE TO REQUEST FOR PRODUCTION NO. 15:**

18 SCEA incorporates its General Statement And Objections as if fully set forth herein.
19 SCEA also objects to the terms and phrases “contracts,” “agreements,” “REFER OR RELATE
20 TO,” and “OTHER OS,” which are vague and ambiguous, and when read in conjunction with
21 other defined and undefined terms would impose an undue burden on SCEA to speculate as to
22 what documents might possibly relate to the subject of the request, and then produce those
23 documents. SCEA further objects to this request on the basis that it requires it to draw a legal
24 conclusion and speculate as to whether a “contract” or “agreement” exists. SCEA also objects to
25 this request on the grounds that it is overbroad and unduly burdensome on its face. It is not
26 limited by time period, nor to the claims and defenses in this case. Subject to and without
27 waiving the foregoing objections, SCEA is willing to meet and confer to clarify what this request
28 seeks and/or narrow this request to appropriate relevant areas.

1 **REQUEST FOR PRODUCTION NO. 16:**

2 DOCUMENTS, including but not limited to organization charts, sufficient to IDENTIFY
3 YOUR business structure, managing agents, officers and directors insofar as such information
4 relates to the design, promotion or sale of the PS3.

5 **RESPONSE TO REQUEST FOR PRODUCTION NO. 16:**

6 SCEA incorporates its General Statement And Objections as if fully set forth herein.
7 SCEA also objects to the terms and phrases "DOCUMENTS," "organization charts,"
8 "IDENTIFY," "YOUR," "business structure," "managing agents," "design," "promotion," and
9 "sale," which are vague and ambiguous, and when read in conjunction with other defined and
10 undefined terms would impose an undue burden on SCEA to speculate as to what documents
11 might possibly relate to the subject of the request, and then produce those documents. SCEA
12 further objects to this request on the grounds that it is overbroad and unduly burdensome on its
13 face. It is not limited by time period, nor to the claims and defenses in this case. SCEA also
14 objects to this request on the grounds that it is compound. Subject to and without waiving the
15 foregoing objections, SCEA is willing to meet and confer to clarify what this request seeks and/or
16 narrow this request to appropriate relevant areas.

17 **REQUEST FOR PRODUCTION NO. 17:**

18 DOCUMENTS, including but not limited to organization charts, sufficient to determine
19 YOUR relationship with other Sony entities.

20 **RESPONSE TO REQUEST FOR PRODUCTION NO. 17:**

21 SCEA incorporates its General Statement And Objections as if fully set forth herein.
22 SCEA also objects to the terms and phrases "DOCUMENTS," "organization charts," "sufficient
23 to determine," "relationship," and "other Sony entities," which are vague and ambiguous, and
24 when read in conjunction with other defined and undefined terms would impose an undue burden
25 on SCEA to speculate as to what documents might possibly relate to the subject of the request,
26 and then produce those documents. SCEA further objects to this request on the grounds that it is
27 overbroad and unduly burdensome on its face. It is not limited by time period, nor to the claims
28 and defenses in this case. Subject to and without waiving the foregoing objections, SCEA is

1 willing to meet and confer to clarify what this request seeks and/or narrow this request to
2 appropriate relevant areas.

3 **REQUEST FOR PRODUCTION NO. 18:**

4 All DOCUMENTS that REFER OR RELATE TO UPDATE 3.21.

5 **RESPONSE TO REQUEST FOR PRODUCTION NO. 18:**

6 SCEA incorporates its General Statement And Objections as if fully set forth herein.
7 SCEA also objects to the terms and phrase “DOCUMENTS” and “REFER OR RELATE TO,”
8 which are vague and ambiguous, and when read in conjunction with other defined and undefined
9 terms would impose an undue burden on SCEA to speculate as to what documents might possibly
10 relate to the subject of the request, and then produce those documents. SCEA also objects to this
11 request on the grounds that it is overbroad and unduly burdensome on its face, and duplicative of
12 four prior requests. It is not limited by time period, nor to the claims and defenses in this case.
13 Subject to and without waiving the foregoing objections, SCEA is willing to meet and confer to
14 clarify what this request seeks and/or narrow this request to appropriate relevant areas.

15 **REQUEST FOR PRODUCTION NO. 19:**

16 All DOCUMENTS that REFER OR RELATE TO any inquiry or investigation from any
17 government agency (including any attorney general) or Better Business Bureau REGARDING the
18 PS3 and the OTHER OS feature or UPDATE 3.21.

19 **RESPONSE TO REQUEST FOR PRODUCTION NO. 19:**

20 SCEA incorporates its General Statement And Objections as if fully set forth herein.
21 SCEA also objects to the terms and phrases “DOCUMENTS,” “REFER OR RELATE TO,”
22 “inquiry,” “investigation,” “government agency,” “REGARDING,” and “OTHER OS,” which are
23 vague and ambiguous, and when read in conjunction with other defined and undefined terms
24 would impose an undue burden on SCEA to speculate as to what documents might possibly relate
25 to the subject of the request, and then produce those documents. SCEA further objects to this
26 request on the grounds that it is overbroad and unduly burdensome on its face. It is not limited by
27 time period, nor to the claims and defenses in this case. SCEA also objects to this request on the
28 grounds that it is compound. Subject to and without waiving the foregoing objections, SCEA is

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1 willing to meet and confer to clarify what this request seeks and/or narrow this request to
2 appropriate relevant areas.

3 **REQUEST FOR PRODUCTION NO. 20:**

4 All contracts or agreements between YOU and retailers in the United States or its
5 territories that REFER OR RELATE TO the PS3.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 20:**

7 SCEA incorporates its General Statement And Objections as if fully set forth herein.
8 SCEA also objects to the terms and phrases “contracts,” “agreements,” “YOU,” “retailers,” “or its
9 territories,” and “REFER OR RELATE TO,” which are vague and ambiguous, and when read in
10 conjunction with other defined and undefined terms would impose an undue burden on SCEA to
11 speculate as to what documents might possibly relate to the subject of the request, and then
12 produce those documents. SCEA further objects to this request on the basis that it requires it to
13 draw a legal conclusion and speculate as to whether a “contract” exists. SCEA also objects to this
14 request on the grounds that it is overbroad and unduly burdensome on its face. It is not limited by
15 time period, nor to the claims and defenses in this case. SCEA further objects to this request on
16 the grounds that it is not reasonable calculated to lead to the discovery of admissible evidence.
17 SCEA further objects to this request on the grounds that it is compound. Subject to and without
18 waiving the foregoing objections, SCEA is willing to meet and confer to clarify what this request
19 seeks and/or narrow this request to appropriate relevant areas.

20 **REQUEST FOR PRODUCTION NO. 21:**

21 All DOCUMENTS YOU provided to retailers in the United States or its territories that
22 REFER OR RELATE TO the PS3.

23 **RESPONSE TO REQUEST FOR PRODUCTION NO. 21:**

24 SCEA incorporates its General Statement And Objections as if fully set forth herein.
25 SCEA also objects to the terms and phrases “DOCUMENTS,” “YOU,” “provided,” “retailers,”
26 “or its territories,” and “REFER OR RELATE TO,” which are vague and ambiguous, and when
27 read in conjunction with other defined and undefined terms would impose an undue burden on
28 SCEA to speculate as to what documents might possibly relate to the subject of the request, and

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1 then produce those documents. SCEA further objects to this request on the grounds that it is
2 overbroad and unduly burdensome on its face. It is not limited by time period, nor to the claims
3 and defenses in this case. SCEA also objects to this request on the grounds that it is compound.
4 Subject to and without waiving the foregoing objections, SCEA is willing to meet and confer to
5 clarify what this request seeks and/or narrow this request to appropriate relevant areas.

6 **REQUEST FOR PRODUCTION NO. 22:**

7 All DOCUMENTS that REFER OR RELATE TO any information YOU provided to
8 retailers in the United States or its territories REGARDING the OTHER OS feature.

9 **RESPONSE TO REQUEST FOR PRODUCTION NO. 22:**

10 SCEA incorporates its General Statement And Objections as if fully set forth herein.
11 SCEA also objects to the terms and phrases “DOCUMENTS,” “REFER OR RELATE TO,” “any
12 information,” “YOU,” “provided,” “retailers,” “or its territories,” “REGARDING,” and “OTHER
13 OS,” which are vague and ambiguous, and when read in conjunction with other defined and
14 undefined terms would impose an undue burden on SCEA to speculate as to what documents
15 might possibly relate to the subject of the request, and then produce those documents. SCEA
16 further objects to this request on the grounds that it is overbroad and unduly burdensome on its
17 face. It is not limited by time period, nor to the claims and defenses in this case. SCEA also
18 objects to this request on the grounds that it is compound. Subject to and without waiving the
19 foregoing objections, SCEA is willing to meet and confer to clarify what this request seeks and/or
20 narrow this request to appropriate relevant areas.

21 **REQUEST FOR PRODUCTION NO. 23:**

22 All DOCUMENTS that REFER OR RELATE TO any warranty or license agreement
23 YOU offered or provided to PS3 purchasers in the United States or its territories.

24 **RESPONSE TO REQUEST FOR PRODUCTION NO. 23:**

25 SCEA incorporates its General Statement And Objections as if fully set forth herein.
26 SCEA also objects to the terms and phrases “DOCUMENTS,” “REFER OR RELATE TO,”
27 “warranty or license agreement,” “YOU,” “offered,” “provided,” “PS3 purchasers,” and “or its
28 territories,” which are vague and ambiguous, and when read in conjunction with other defined

1 and undefined terms would impose an undue burden on SCEA to speculate as to what documents
2 might possibly relate to the subject of the request, and then produce those documents. SCEA
3 further objects to this request on the grounds that it is overbroad and unduly burdensome on its
4 face. It is not limited by time period, nor to the claims and defenses in this case. SCEA also
5 objects to this request on the grounds that it is compound. Subject to and without waiving the
6 foregoing objections, and pursuant to the terms of an appropriate Protective Order, SCEA will
7 produce the Limited Hardware Warranty And Liability for the PS3, System Software License
8 Agreement for the PS3, and Terms Of Service And User Agreement for the
9 PlayStation®Network (“PSN”) in use in the United States between November 17, 2006 and
10 March 27, 2010.

11 **REQUEST FOR PRODUCTION NO. 24:**

12 All DOCUMENTS that YOU contend constitute a binding contract between YOU and
13 any consumer who purchased a PS3 in the United States or its territories.

14 **RESPONSE TO REQUEST FOR PRODUCTION NO. 24:**

15 SCEA incorporates its General Statement And Objections as if fully set forth herein.
16 SCEA also objects to the terms and phrases “DOCUMENTS,” “YOU,” “contend,” “binding
17 contract,” “any consumer,” and “or its territories,” which are vague and ambiguous, and when
18 read in conjunction with other defined and undefined terms would impose an undue burden on
19 SCEA to speculate as to what documents might possibly relate to the subject of the request, and
20 then produce those documents. SCEA further objects to this request on the basis that it requires it
21 to draw a legal conclusion and speculate as to whether a “contract” exists. SCEA also objects to
22 this request on the grounds that it is overbroad and unduly burdensome on its face. It is not
23 limited by time period, nor to the claims and defenses in this case. SCEA further objects to this
24 request on the grounds that it is compound. Subject to and without waiving the foregoing
25 objections, and pursuant to the terms of an appropriate Protective Order, SCEA will produce the
26 Limited Hardware Warranty And Liability for the PS3, System Software License Agreement for
27 the PS3, and Terms Of Service And User Agreement for the PSN in use in the United States
28 between November 17, 2006 and March 27, 2010.

1 **REQUEST FOR PRODUCTION NO. 25:**

2 All DOCUMENTS that were provided to consumers in the United States or its territories
3 at the time they downloaded UPDATE 3.21.

4 **RESPONSE TO REQUEST FOR PRODUCTION NO. 25:**

5 SCEA incorporates its General Statement And Objections as if fully set forth herein.
6 SCEA also objects to the terms and phrases “DOCUMENTS,” “provided,” “consumers,” and “or
7 its territories,” which are vague and ambiguous, and when read in conjunction with other defined
8 and undefined terms would impose an undue burden on SCEA to speculate as to what documents
9 might possibly relate to the subject of the request, and then produce those documents. SCEA
10 further objects to this request on the grounds that it is overbroad and unduly burdensome on its
11 face. It is not limited by time period, nor to the claims and defenses in this case. SCEA also
12 objects to this request on the grounds that it is compound. Subject to and without waiving the
13 foregoing objections, SCEA is willing to meet and confer to clarify what this request seeks and/or
14 narrow this request to appropriate relevant areas.

15 **REQUEST FOR PRODUCTION NO. 26:**

16 All DOCUMENTS that REFER OR RELATE TO COMMUNICATIONS between YOU
17 and any of the PLAINTIFFS.

18 **RESPONSE TO REQUEST FOR PRODUCTION NO. 26:**

19 SCEA incorporates its General Statement And Objections as if fully set forth herein.
20 SCEA also objects to the terms and phrase “DOCUMENTS,” “REFER OR RELATE TO,” and
21 “YOU,” which are vague and ambiguous, and when read in conjunction with other defined and
22 undefined terms would impose an undue burden on SCEA to speculate as to what documents
23 might possibly relate to the subject of the request, and then produce those documents. SCEA
24 objects to this request on the grounds that it is overbroad and unduly burdensome on its face. It is
25 not limited by time period, nor to the claims and defenses in this case. SCEA further objects to
26 this request on the grounds that it is compound. Subject to and without waiving the foregoing
27 objections, and pursuant to the terms of an appropriate Protective Order, SCEA will produce

28 ////

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1 documents located following a reasonably diligent search in its possession, custody, or control
2 pertaining to communications between SCEA and the Plaintiffs.

3 **REQUEST FOR PRODUCTION NO. 27:**

4 All DOCUMENTS that REFER OR RELATE TO any refund or compensation paid to
5 any consumer in the United States, Europe, or anywhere else related to UPDATE 3.21.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 27:**

7 SCEA incorporates its General Statement And Objections as if fully set forth herein.
8 SCEA objects to the terms and phrases “DOCUMENTS,” “REFER OR RELATE TO,” “refund
9 or compensation,” “Europe,” and “anywhere else,” which are vague and ambiguous, and when
10 read in conjunction with other defined and undefined terms would impose an undue burden on
11 SCEA to speculate as to what documents might possibly relate to the subject of the request, and
12 then produce those documents. SCEA also objects to this request on the grounds that it is
13 overbroad and unduly burdensome on its face. It is not limited by time period, nor to the claims
14 and defenses in this case. SCEA further objects to this request on the grounds that it is
15 compound. Subject to and without waiving the foregoing objections, SCEA is willing to meet
16 and confer to clarify what this request seeks and/or narrow this request to appropriate relevant
17 areas.

18 **REQUEST FOR PRODUCTION NO. 28:**

19 All DOCUMENTS sufficient to determine the amount of money left in Playstation
20 Network accounts that have not been accessed since UPDATE 3.21 was released to the public.

21 **RESPONSE TO REQUEST FOR PRODUCTION NO. 28:**

22 SCEA incorporates its General Statement And Objections as if fully set forth herein.
23 SCEA objects to the terms and phrases “DOCUMENTS,” “sufficient,” “determine,” “amount of
24 money left,” “PlayStation Network accounts,” “have not accessed,” and “the public,” which are
25 vague and ambiguous, and when read in conjunction with other defined and undefined terms
26 would impose an undue burden on SCEA to speculate as to what documents might possibly relate
27 to the subject of the request, and then produce those documents. SCEA also objects to this
28 request on the grounds that it is overbroad and unduly burdensome on its face. It is not limited by

1 time period, nor to the claims and defenses in this case. SCEA further objects to this request to
2 the extent it seeks documents or information protected from disclosure by a right to privacy under
3 the United States and/or California Constitutions or by Federal and/or State statutory or common
4 law. Subject to and without waiving the foregoing objections, SCEA is willing to meet and
5 confer to clarify what this request seeks and/or narrow this request to appropriate relevant areas.

6 **REQUEST FOR PRODUCTION NO. 29:**

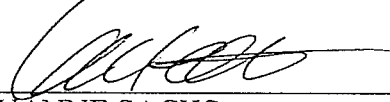
7 All DOCUMENTS that REFER OR RELATE TO COMMUNICATIONS with
8 researchers, scientists, professors, or governmental entities REGARDING the PS3 and its
9 OTHER OS feature for use in processing clusters.

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 29:**

11 SCEA incorporates its General Statement And Objections as if fully set forth herein.
12 SCEA objects to the terms and phrases "DOCUMENTS," "REFER OR RELATE TO,"
13 "researchers," "scientists," "professors," "governmental entities," "REGARDING," "OTHER
14 OS," and "use in processing clusters," which are vague and ambiguous, and when read in
15 conjunction with other defined and undefined terms would impose an undue burden on SCEA to
16 speculate as to what documents might possibly relate to the subject of the request, and then
17 produce those documents. SCEA also objects to this request on the grounds that it is overbroad
18 and unduly burdensome on its face. It is not limited by time period, nor to the claims and
19 defenses in this case. SCEA further objects to this request on the grounds that it is compound.
20 Subject to and without waiving the foregoing objections, SCEA is willing to meet and confer to
21 clarify what this request seeks and/or narrow this request to appropriate relevant areas.

22 Dated: October 8, 2010

23 DLA PIPER LLP (US)

24 By: 

25 LUANNE SACKS
26 CARTER W. OTT
27 Attorneys for Defendant
28 SONY COMPUTER ENTERTAINMENT
AMERICA LLC

1 PROOF OF SERVICE

2 I am a resident of the State of California, over the age of eighteen years, and not a party to
3 the within action. My business address is DLA Piper LLP (US), 555 Mission Street, Suite 2400,
San Francisco, California 94105-2933. On October 8, 2010, I served the within documents:

4 DEFENDANT SONY COMPUTER ENTERTAINMENT
5 AMERICA LLC'S RESPONSES AND OBJECTIONS TO
6 PLAINTIFFS' FIRST SET OF REQUESTS FOR PRODUCTION
OF DOCUMENTS

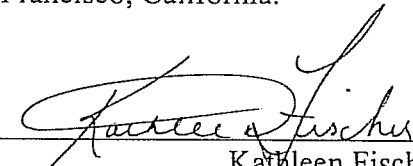
- 7 by transmitting via facsimile the document(s) listed above to the fax number(s) set
forth below on this date before 5:00 p.m.
- 8 by placing the document(s) listed above in a sealed envelope with postage thereon
9 fully prepaid, in the United States mail at San Francisco, California addressed as
set forth below.
- 10 by sending the document(s) listed above via overnight courier addressed as set
11 forth below

12 Rebecca Coll
13 rcoll@calvoclark.com
14 James A. Quadra
15 jquadra@calvoclark.com
16 Calvo & Clark, LLP
17 One Lombard Street
San Francisco, CA 94111
Tel: 415-374-8370
Fax: 415-374-8373

18 I am readily familiar with the firm's practice of collection and processing correspondence
19 for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same
20 day with postage thereon fully prepaid in the ordinary course of business. I am aware that on
motion of the party served, service is presumed invalid if postal cancellation date or postage
meter date is more than one day after date of deposit for mailing in affidavit.

21 I declare that I am employed in the office of a member of the Bar of or permitted to
practice before this Court at whose direction the service was made.

22 Executed on October 8, 2010, at San Francisco, California.

23
24 
25 Kathleen Fischer