

# EXHIBIT L

1 LUANNE SACKS, Bar No. 120811  
luanne.sacks@dlapiper.com  
2 CARTER W. OTT, Bar No. 221660  
carter.ott@dlapiper.com  
3 **DLA PIPER LLP (US)**  
555 Mission Street, Suite 2400  
4 San Francisco, CA 94105  
Tel: 415.836.2500  
5 Fax: 415.836.2501

6 Attorneys for Defendant  
SONY COMPUTER ENTERTAINMENT  
7 AMERICA LLC

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

12  
13 In re SONY PS3 "OTHER OS"  
14 LITIGATION

CASE NO. CV-10-1811 RS (EMC)

**NOTICE OF DEPOSITION OF PLAINTIFF  
ANTHONY VENTURA AND REQUEST  
FOR PRODUCTION OF DOCUMENTS**

15  
16 Date: November 2, 2010  
17 Time: 10:00 A.M.  
18 Location: DLA Piper LLP (US)  
555 Mission Street, Ste. 2400  
San Francisco, CA 94105  
19

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that, pursuant to Fed. R. Civ. P. 30, on November 2, 2010, at 10:00 a.m., at the offices of DLA Piper LLP (US), 555 Mission Street, Suite 2400, San Francisco, California 94105, defendant Sony Computer Entertainment America LLC ("SCEA") will take the deposition of plaintiff Anthony Ventura, upon oral examination before a certified shorthand reporter duly authorized by law to administer oaths.

PLEASE TAKE FURTHER NOTICE that the transcription of Mr. Ventura's deposition testimony may include the instant visual display of testimony. In addition to recording his testimony by stenographic means, SCEA also reserves the right to record Mr. Ventura's testimony by videotape. SCEA also reserves the right to use the videotape of the deposition at trial.

PLEASE TAKE FURTHER NOTICE that prior to the date, time, and place of the taking of the above-described deposition, and pursuant to Fed. R. Civ. P. 34, SCEA will and does hereby request the production of all of the below-listed DOCUMENTS for purposes of review, inspection, analysis, copying as follows:

**DEFINITIONS AND INSTRUCTIONS**

The following definitions and instructions apply to these requests for production:

1. The terms "ALL" and "ANY" shall be given their broadest possible meaning.

2. "AND" as well as "OR" shall be construed disjunctively or conjunctively as necessary to bring within the scope of any request any information which might otherwise be construed to be outside its scope.

3. "COMMUNICATION" or "COMMUNICATIONS" refers to any form of interpersonal communication, whether written or oral, including, but not limited to, meetings, telephone conversations, voicemail, correspondence, memoranda, contracts, agreements and/or electronic mail, instant messaging, e-messaging, and any other form of electronic communication, including electronic communications on the Internet, intended to or actually conveying information or data.



1 10. "PS3" means the PlayStation®3 computer entertainment system.

2

3 11. "SCEA" means defendant Sony Computer Entertainment America LLC.

4 12. "YOU" or "YOUR" or "YOURSELF" or "VENTURA" means plaintiff Anthony  
5 Ventura and/or any PERSON acting on his behalf, including, but not limited to, his agents,  
6 employees, attorneys, accountants, investigators, partners, representatives, and insurance  
7 companies. The phrase "Anthony Ventura," however, shall refer only to Anthony Ventura and  
8 not to those acting on his behalf.

9 13. If YOU deem any term used in these Requests for Production to be vague or  
10 ambiguous, the term shall be accorded its broadest possible meaning. If YOU object to any  
11 Request for Production as using a term that is vague or ambiguous, YOU shall identify its  
12 understanding of the meaning of such term in its response.

13 14. If YOU claim that any of the DOCUMENTS demanded below are privileged or if  
14 you withhold any of the DOCUMENTS demanded below on any other basis, YOU shall produce  
15 a privilege log which complies with federal law and clearly identifies the document(s) and YOUR  
16 ground(s) for not producing. In addition, any redaction of DOCUMENTS YOU produce shall be  
17 clearly indicated on the face of the document, and the document shall be listed in accordance with  
18 this Paragraph.

19 **REQUESTS FOR PRODUCTION OF DOCUMENTS AND THINGS**

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

21 ANY and ALL DOCUMENTS CONCERNING Sony, SCEA, and/or the PS3.

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

23 ANY and ALL DOCUMENTS CONCERNING COMMUNICATIONS YOU have made,  
24 read, seen, sent, received, viewed, or heard CONCERNING SCEA; the PS3, including any hack  
25 or "jailbreak" of the PS3; or this litigation, including, but not limited to, ANY and ALL  
26 DOCUMENTS CONCERNING COMMUNICATIONS made in public or private, in writing or  
27 electronic, including anywhere on the Internet.

28

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

2 ANY and ALL PS3s that YOU purchased, received, or otherwise acquired, including, but  
3 not limited to, the PS3 referenced in Paragraph 14 of the CONSOLIDATED COMPLAINT.  
4

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

6 ANY and ALL DOCUMENTS CONCERNING the purchase, receipt and/or acquisition  
7 of each PS3 to be identified and produced in response to Request Number 3, including, but not  
8 limited to purchase orders, bills of sale, invoices, credit card receipts, cancelled checks and  
9 money orders.

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

11 ANY and ALL DOCUMENTS and things that, at the time of purchase, receipt and/or  
12 acquisition, accompanied each PS3 to be identified and produced in response to Request Number  
13 3, including, but not limited to, boxes, containers, packaging materials, instruction manuals or  
14 pamphlets, papers, inserts, promotional materials, disclaimers, warranty cards, reports, brochures,  
15 schematics, customer service information, graphics, pictures, cables, controllers, connectors,  
16 remote control devices, protective covering, Compact Disc, Digital Versatile Disc, Blu-ray™  
17 Disc, and/or ANY other writings, hardware, software and/or peripherals.

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

19 ANY and ALL DOCUMENTS and/or things not responsive to Request Number 3  
20 CONCERNING ANY data, game, program, operating system, application, file, hard drive,  
21 memory storage device, Internet browser, mouse, printer, television, cable, wireless network,  
22 hardware, firmware, peripheral, monitor, keyboard, Compact Disc, Digital Versatile Disc, Blu-  
23 ray™ Disc, and/or software code that VENTURA authored, created, used with, connected to,  
24 installed on, downloaded to, backed up to, backed up from, imaged and/or uninstalled on each  
25 PS3 to be identified and produced in response to Request Number 3 that did not accompany each  
26 PS3 at the time of purchase, receipt and/or acquisition.

27 ///

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

2 A forensic copy of the hard drive for ANY and ALL PERSONAL COMPUTERS used by  
3 Anthony Ventura during the DESIGNATED PERIOD, including, but not limited to, any used by  
4 Anthony Ventura at his place of residence and/or place of business.

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

6 ANY and ALL DOCUMENTS CONCERNING the purchase, receipt and/or acquisition  
7 of ANY and ALL PERSONAL COMPUTERS in Anthony Ventura's possession, custody or  
8 control, including, but not limited to, any used by Anthony Ventura at his place of residence  
9 and/or place of business during the DESIGNATED TIME PERIOD, including, but not limited to  
10 purchase orders, bills of sale, invoices, credit card receipts, cancelled checks and money orders.

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

12 ANY and ALL DOCUMENTS CONCERNING agreements you signed, affirmed, or  
13 otherwise consented to CONCERNING YOUR use of each PS3 identified and produced in  
14 response to Request Number 3, including, but not limited, ANY and ALL DOCUMENTS  
15 CONCERNING warranties, license agreements, and terms of use.

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

17 ANY and ALL advertisements, marketing, promotion literature, DOCUMENTS and/or  
18 COMMUNICATIONS which YOU contend are "false and/or misleading" as alleged in Paragraph  
19 141 of the CONSOLIDATED COMPLAINT.

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

21 ANY and ALL DOCUMENTS CONCERNING YOUR allegation in Paragraph 2 of the  
22 CONSOLIDATED COMPLAINT that SCEA "advertised the PS3's 'Other OS' feature as an  
23 essential and important characteristic."

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

25 ANY and ALL DOCUMENTS CONCERNING YOUR allegation in Paragraph 4 of the  
26 CONSOLIDATED COMPLAINT that "Defendant could have taken other less intrusive or  
27 extreme measures, other than disabling the 'Other OS' feature, to address its purported 'security'

1 concerns.”

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

3 ANY and ALL DOCUMENTS CONCERNING YOUR allegation in Paragraph 4 of the  
4 CONSOLIDATED COMPLAINT that “Defendant’s removal of the ‘Other OS’ feature  
5 eviscerated one of the PS3’s primary purposes, *i.e.*, its use as a personal computer.”

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

7 ANY and ALL DOCUMENTS that Anthony Ventura relied upon in purchasing, receiving  
8 or acquiring any PS3, including but not limited to, ANY and ALL DOCUMENTS  
9 CONCERNING YOUR allegations in Paragraph 10 of the CONSOLIDATED COMPLAINT that  
10 “[b]efore purchasing the PS3, Mr. Ventura performed extensive research on the Internet. Among  
11 other things, Mr. Ventura reviewed and relied on the statements on Defendant’s website with  
12 regard to the PS3’s ‘Other OS’ feature, as well as the PS3’s other advertised features such as the  
13 ability to access the PSN, play video games, watch movies, and listen to music, among other  
14 things” and “Defendant’s representations about the PS3’s features, including the ‘Other OS’  
15 feature, played a substantial factor in influencing Plaintiff’s decision to purchase a PS3 over the  
16 Xbox 360 and Wii.”

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

18 ANY and ALL DOCUMENTS CONCERNING Anthony Ventura’s use of each PS3 to be  
19 identified and produced in response to Request Number 3, including, but not limited to, ANY and  
20 ALL DOCUMENTS CONCERNING YOUR allegation in Paragraph 10 of the  
21 CONSOLIDATED COMPLAINT that “[Anthony Ventura] uses the PS3 for personal, family and  
22 household uses” and “used his PS3 to play games, watch Blu-ray discs and access the PSN but he  
23 also extensively used his PS3 as a computer, including browsing the Internet, using the Blu-ray  
24 data drive, and playing Linux-specific games.”

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

26 ANY and ALL DOCUMENTS CONCERNING YOUR allegation in Paragraph 48 of the  
27 CONSOLIDATED COMPLAINT that “[t]he ‘Other OS’ function was extremely valuable to PS3



1 purchasers.”

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

3 ANY and ALL DOCUMENTS CONCERNING YOUR allegation in Paragraph 56 of the  
4 CONSOLIDATED COMPLAINT that “Defendant did not adequately notify its customers that all  
5 such data would be lost once they installed the update.”

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

7 ANY and ALL DOCUMENTS CONCERNING YOUR allegation in Paragraph 58 of the  
8 CONSOLIDATED COMPLAINT that “[m]any users purchased peripheral devices specifically  
9 for use with the ‘Other OS’ function, such as wireless keyboards and mice and external hard  
10 drives. Such devices are rendered superfluous to users that install Update 3.21.”

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

12 ANY and ALL DOCUMENTS CONCERNING YOUR allegation in Paragraph 59 of the  
13 CONSOLIDATED COMPLAINT that “[u]sers who chose not to install Update 3.21 were also  
14 damaged in that they lost access to many attributes of PS3 (sic) including their PSN purchases  
15 other than gaming. For example, Defendant offers Qore, an online service that offers a variety of  
16 content and news concerning PS3 functions. Users pay \$24.99 for an annual subscription.  
17 However, users that purchased Qore prior to the release of Update 3.21 and who did not install  
18 the update were denied the benefit of their annual subscription. Similarly, users who do not  
19 install Update 3.21 lose access to any prepaid PSN account balances.”

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

21 ANY and ALL DOCUMENTS CONCERNING YOUR allegation in Paragraph 79 of the  
22 CONSOLIDATED COMPLAINT that “Defendant expressly warranted via its advertising,  
23 statements, brochures, website information, public statements, owner’s manuals, and other  
24 representations that the functionality of the PS3 would include both the ‘Other OS’ and the  
25 various other advertised functions.”

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

27 ANY and ALL DOCUMENTS CONCERNING YOUR allegation in Paragraph 105 of the

1 CONSOLIDATED COMPLAINT that “[b]efore purchasing the PS3, Plaintiffs each reviewed and  
2 relied on Defendant’s affirmative representations about the PS3’s features and omissions of  
3 material facts, including that Defendant would disable the ‘Other OS’ feature.”

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

5 ANY and ALL DOCUMENTS CONCERNING YOUR allegation in Paragraph 107 of the  
6 CONSOLIDATED COMPLAINT that “Defendant failed to adequately disclose, at the time of  
7 purchase, that it might disable the ‘Other OS’ feature.”

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

9 ANY and ALL DOCUMENTS CONCERNING YOUR allegation in Paragraph 114 of the  
10 CONSOLIDATED COMPLAINT that “Defendant also violated Civil Code §1770(19) by  
11 inserting one or more unconscionable provisions into a contract.”

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

13 ANY and ALL DOCUMENTS CONCERNING YOUR allegation in Paragraph 165 of the  
14 CONSOLIDATED COMPLAINT that “[b]y purchasing a PS3, Plaintiffs and each member of the  
15 Class became owners of their PS3 and all of their PS3’s features. Thus, the PS3’s features,  
16 including the ‘Other OS’ feature, which was designed, marketed, and built-in to the PS3, were  
17 Plaintiffs’ and the Class’s property.”

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

19 ANY and ALL DOCUMENTS CONCERNING YOUR allegation in Paragraph 8 of the  
20 CONSOLIDATED COMPLAINT that “Plaintiffs have suffered injury in fact and have lost  
21 money and property as a direct result of Defendant’s acts,”

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

23 ANY and ALL COMMUNICATIONS with, between or among ANY PERSON, including  
24 but not limited to members of the class you propose in Paragraph 70 of the CONSOLIDATED  
25 COMPLAINT, that YOU have seen, read, sent, received, viewed, or heard, CONCERNING PS3,  
26 SCEA, the PSN, or any matter asserted in this litigation.

27 ///

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

2 ANY and ALL agreements Anthony Ventura has entered into with his counsel in the  
3 above-captioned litigation, including, but not limited to, ANY and ALL engagement agreements.

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

5 ANY and ALL DOCUMENTS CONCERNING an allegedly false posting made on or  
6 about June 6, 2010 on the website of Meiselman Denlea Packman Carton & Eberz P.C.  
7 CONCERNING this litigation, including, but not limited to, the investigation of the source of that  
8 posting, including whether it was the result of hacking; the identity of the individual(s) who  
9 allegedly hacked that website to create the posting; and YOUR COMMUNICATIONS  
10 CONCERNING the posting, including CONCERNING the alleged hack and the accurate status  
11 of this litigation.

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

13 ANY and ALL DOCUMENTS CONCERNING YOUR nicknames, handles, or other  
14 moniker YOU use other than YOUR name when COMMUNICATING on Internet websites,  
15 Internet postings, chat rooms, or blog posts.

16 **REQUEST FOR PRODUCTION NO. 30:**

17 ANY and ALL DOCUMENTS CONCERNING any hack or "jailbreak" of the PS3,  
18 including ANY and ALL DOCUMENTS CONCERNING COMMUNICATIONS YOU have had  
19 with a PERSON who has hacked the PS3.

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

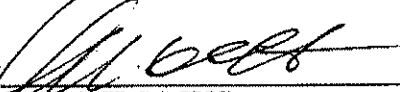
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**REQUEST FOR PRODUCTION NO. 31:**

DOCUMENTS sufficient to establish Anthony Ventura's employment history.

Dated: September 24, 2010

DLA PIPER LLP (US)

By: 

LUANNE SACKS  
CARTER W. OTT  
Attorneys for Defendant  
SONY COMPUTER ENTERTAINMENT  
AMERICA LLC