

EXHIBIT I

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9 UNITED STATES DISTRICT COURT

10 NORTHERN DISTRICT OF CALIFORNIA

11 SAN JOSE DIVISION

12
13 In re Apple and AT&T iPad Unlimited Data
Plan Litigation

Case No. CV 10-02553 RMW

**PLAINTIFFS' FIRST REQUEST FOR
PRODUCTION OF DOCUMENTS FOR
DEFENDANT APPLE INC.**

14
15 ALL CONSOLIDATED ACTIONS

17 PROPOUNDING PARTY: PLAINTIFFS Adam Weisblatt, Joe Hanna, David Turk, and Colette
18 Osetek

19 RESPONDING PARTIES: DEFENDANT APPLE INC.

20 SET NO.: ONE

21 Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Plaintiffs
22 Adam Weisblatt, Joe Hanna, David Turk, and Colette Osetek ("Plaintiffs") hereby request that
23 Defendant Apple Inc. ("Apple") produces for inspection and copying all DOCUMENTS, as said
24 term is defined below, that are specified within this Request. Said production shall be made
25 within thirty (30) days of service of this Request, to the law offices of Lieff Cabraser Heimann &
26 Bernstein, LLP, 275 Battery Street, 29th Floor, San Francisco, CA 94111. Apple shall also serve
27 upon Plaintiffs, by and through their attorneys of records herein, the written response as required
28 by Fed. R. Civ. P. 26 and 34.

1 **INSTRUCTIONS**

2 A. Unless otherwise expressly indicated in the individual document requests, the time
3 period covered by each request is January 1, 2007, to the present, and shall include all
4 DOCUMENTS and information that relate in whole or in part to such period, or to events or
5 circumstances during such period, even though dated, prepared, generated, or received prior or
6 subsequent to that period (for example, without limitation, if a written policy statement predates
7 January 1, 2007, but nonetheless governed conduct after that date, then such written policy
8 statement would come within the ambit of these document requests).

9 B. Fed. R. Civ. P. 26 and 34 govern these requests. Pursuant to Fed. R. Civ. P. 26
10 and 34, Apple must:

11 1. Produce responsive DOCUMENTS as they are kept in the usual course of
12 business or organize and label them to correspond with the categories in these requests;

13 2. Produce electronically stored information in a form or forms in which it is
14 ordinarily maintained or in a form or forms that are reasonably usable;

15 3. Produce all responsive documents which are in your possession, custody or
16 control, including (by way of illustration only and not limited to) documents in the possession,
17 custody or control of you or your affiliates, or your merged and acquired predecessors, your
18 present and former directors, officers, partners, employees, accountants, attorneys or other agents,
19 your present and former independent contractors over which you have control, and any other
20 person acting on your behalf;

21 4. If it withholds information otherwise discoverable under the Federal Rules
22 of Civil Procedure by claiming that it is privileged or subject to protection as trial preparation
23 material, then Apple must, make such claim expressly and must, consistent with Local Civil Rule
24 26.2, describe the nature of the documents, communications or things not produced or disclosed
25 in a manner that, without revealing information itself privileged or protected, will enable
26 Plaintiffs to assess the applicability of the privilege or protection;

27
28

1 "COMMUNICATION" also includes, without limitation, all "DOCUMENTS" (as defined
2 herein) and all inquiries, discussions, conversations, negotiations, agreements, understandings,
3 meetings, notices, requests, responses, demands, complaints, and/or press, publicity or trade
4 releases.

5 F. "CONCERNING" means and includes relating to, referring to, describing,
6 discussing, analyzing, identifying, evidencing, containing, stating, or constituting.

7 G. "DEFENDANTS" means and includes Apple and AT&T.

8 H. "DOCUMENT(s)" is defined to be synonymous and equal in scope to usage of this
9 term in Rule 34(a) of the Federal Rules of Civil Procedure and refers to and includes any and all
10 ESI, and any and all writings or recordings of any kind and shall include the original and each
11 non-identical copy or draft thereof. A copy or duplicate of a DOCUMENT which has any non-
12 conforming notes, marginal annotations or other markings, and any preliminary version, draft or
13 revision of the foregoing is a separate document within the meaning of this term. DOCUMENTS
14 include, by way of example only, any memorandum, letter, envelope, correspondence, electronic
15 mail, report, note, Post-It, message, telephone message, telephone log, diary, journal, appointment
16 calendar, calendar, group scheduler calendar, drawing, painting, accounting paper, minutes,
17 working paper, financial report, accounting report, work papers, drafts, facsimile, report, contract,
18 invoice, record of purchase or sale, Teletype message, chart, graph, index, directory, computer
19 directory, computer disk, computer tape, or any other written, printed, typed, punched, taped,
20 filmed, or graphic matter however produced or reproduced. DOCUMENTS also include the file,
21 folder tabs, and labels appended to or containing any documents. The term DOCUMENT shall
22 also include every other means by which information is recorded or transmitted including, but not
23 limited to, Internet postings, tape recordings, video recordings, microfilms, punch cards,
24 computer magnetic tape, computer disks, computer programs, storage tapes, printouts, data
25 processing records, and the written information necessary to understand and use such
26 information. A draft or non-identical copy is a separate DOCUMENT within the meaning of this
27 term.

28 I. "ESI" means and includes electronically-stored information as defined in Federal

1 Rule of Civil Procedure 34(a).

2 J. "iPad" means and includes the Apple iPad device, and includes every model
3 within the iPad line, including but not limited to each of the 16-gigabyte, 32-gigabyte, and 64-
4 gigabyte models, whether 3G-enabled or not.

5 K. "iPad 3G" means and includes the 3G-enabled iPad and includes every model
6 within that line, including but not limited to each of the 16-gigabyte, 32-gigabyte, and 64-
7 gigabyte models.

8 L. "MARKETING" or "MARKET" means and includes all activities involved in the
9 distribution of a product including, without limitation, advertising, locating and contacting
10 prospective customers, attempting to sell, making sales presentations, selling, preparing and
11 submitting bids, shipping products, servicing customers and the supervision and management of
12 the same.

13 M. "MEETING(s)" means and includes any assembly, convocation, encounter, or
14 contemporaneous presence of two or more persons for any purpose, whether planned or not
15 planned, arranged or scheduled in advance during which a communication of any kind occurred
16 and shall include, but not be limited to, formal gatherings, conversations, video conferences, and
17 telephone calls.

18 N. "PERSON(s)" means and includes natural persons, proprietorships, public or
19 private corporations, partnerships, trusts, joint ventures, groups, associations, organizations or
20 other legal entities, including representatives of any such person or persons.

21 O. "YOU" and "YOUR" mean and include Apple, as defined herein, and any
22 predecessors and/or successors in interest, present and former parents, subsidiaries, divisions and
23 affiliates, and present and former directors, employers, employees, attorneys, agents, other
24 representatives and all other persons acting under their control or on their behalf.

25 **REQUESTS FOR PRODUCTION**

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

27 All DOCUMENTS constituting or otherwise CONCERNING any AGREEMENT
28 between Apple and AT&T CONCERNING the iPad 3G and/or data service plan(s) for the iPad

1 3G.

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

3 All DOCUMENTS CONCERNING the MARKETING of the iPad 3G, whether by Apple,
4 AT&T or another PERSON, including but not limited to COMMUNICATIONS (whether
5 internal, between Apple and AT&T, or otherwise).

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

7 All DOCUMENTS CONCERNING the MARKETING of 3G data plan(s) for the iPad
8 3G, whether by Apple, AT&T or another PERSON, including but not limited to
9 COMMUNICATIONS (whether internal, between Apple and AT&T, or otherwise).

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

11 All advertisements CONCERNING the iPad 3G.

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

13 All advertisements CONCERNING 3G data plan(s) for the iPad 3G.

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

15 All DOCUMENTS, including any COMMUNICATIONS (whether internal, between
16 Apple and AT&T, or otherwise), CONCERNING any consideration (whether by Apple, AT&T,
17 or both) given to offering an unlimited 3G data plan for the iPad 3G, including but not limited to
18 DOCUMENTS CONCERNING the length of time such plan might be made available for the
19 iPad 3G.

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

21 All DOCUMENTS, including any COMMUNICATIONS (whether internal, between
22 Apple and AT&T, or otherwise), CONCERNING the decision to offer an unlimited 3G data plan
23 for the iPad 3G, including but not limited to DOCUMENTS CONCERNING the length of time
24 such plan would be made available for the iPad 3G.

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

26 All DOCUMENTS, including any COMMUNICATIONS (whether internal, between
27 Apple and AT&T, or otherwise), CONCERNING the decision to discontinue offering an
28 unlimited 3G data plan for the iPad 3G.

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

2 All DOCUMENTS CONCERNING any MEETINGS (whether internal, between Apple
3 and AT&T, or otherwise) during which 3G data plan(s) for the iPad 3G were discussed, including
4 but not limited to MEETINGS where the unlimited 3G data plan for the iPad 3G and/or the
5 discontinuation of such plan were discussed.

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

7 All DOCUMENTS CONCERNING AT&T's capacity, ability, or willingness to provide
8 bandwidth for users of the iPad 3G.

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

10 All DOCUMENTS CONCERNING any issues, concerns, or problems (actual or
11 potential) CONCERNING AT&T's capacity, ability, or willingness to provide bandwidth for
12 users of the iPad 3G.

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

14 All DOCUMENTS CONCERNING any projections, predictions, estimates, forecasts,
15 analyses, summaries, surveys, or reports CONCERNING the 3G data usage (actual or projected)
16 of users of the iPad 3G.

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

18 All DOCUMENTS CONCERNING any projections, predictions, estimates, forecasts,
19 analyses, summaries, surveys, or reports CONCERNING the impact (actual or projected) of
20 advertising an unlimited 3G data plan for the iPad 3G, on sales of the iPad 3G or other iPads.

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

22 All DOCUMENTS CONCERNING any projections, predictions, estimates, forecasts,
23 analyses, summaries, surveys, or reports CONCERNING the impact (actual or projected) of
24 advertising an unlimited 3G data plan for the iPad 3G, on the revenues and/or profits of Apple,
25 AT&T or both.

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

27 All DOCUMENTS CONCERNING any projections, predictions, estimates, forecasts,
28 analyses, summaries, surveys, or reports CONCERNING the impact (actual or projected) of

1 discontinuing advertising an unlimited 3G data plan for the iPad 3G, on sales of the iPad 3G or
2 other iPads.

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

4 All DOCUMENTS CONCERNING any projections, predictions, estimates, forecasts,
5 analyses, summaries, surveys, or reports CONCERNING the impact (actual or projected) of
6 discontinuing advertising an unlimited 3G data plan for the iPad 3G, on the revenues and/or
7 profits of Apple, AT&T or both.

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

9 All DOCUMENTS CONCERNING any projections, predictions, estimates, forecasts,
10 analyses, summaries, surveys, or reports CONCERNING the impact of advertising an unlimited
11 3G data plan for the iPad 3G, on consumers' perceptions regarding the value or appeal of the iPad
12 3G.

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

14 All DOCUMENTS CONCERNING any projections, predictions, estimates, forecasts,
15 analyses, summaries, surveys, or reports CONCERNING the impact of discontinuing advertising
16 an unlimited 3G data plan for the iPad 3G, on consumers' perceptions regarding the value or
17 appeal of the iPad 3G.

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

19 All DOCUMENTS CONCERNING the presentation by Steve Jobs on January 27, 2010
20 regarding the release of the iPad 3G.

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

22 DOCUMENTS sufficient to identify the daily number of units YOU sold (including pre-
23 orders) of each model of the iPad 3G (*i.e.*, 16-gigabyte, 32-gigabyte, and 64-gigabyte models)
24 from January 27, 2010 to the present.

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

26 DOCUMENTS sufficient to identify the daily number of units YOU sold (including pre-
27 orders) of each model of the non 3G-enabled iPad (*i.e.*, 16-gigabyte, 32-gigabyte, and 64-
28 gigabyte models) from January 27, 2010 to the present.

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

2 All employee training materials used by YOU and/or AT&T in connection with the sale of
3 the iPad 3G and/or 3G data service plans for the iPad 3G.

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

5 All DOCUMENTS CONCERNING customer complaints CONCERNING the decision to
6 discontinue offering an unlimited 3G data plan for the iPad 3G.

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

8 All DOCUMENTS CONCERNING YOUR expectations regarding customer complaints
9 CONCERNING the decision to discontinue offering an unlimited 3G data plan for the iPad 3G.

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

11 DOCUMENTS sufficient to show YOUR daily revenue and profit from the sales of iPad
12 3Gs between January 27, 2010 and the present.

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

14 DOCUMENTS sufficient to show YOUR daily revenue and profit from the sales of non-
15 3G enabled iPads between January 27, 2010 and the present.

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

17 DOCUMENTS sufficient to show the total number of customers who purchased iPad 3Gs
18 from YOU (including pre-orders) between January 27, 2010 and June 7, 2010, broken down by
19 16-gigabyte, 32-gigabyte, and 64-gigabyte models.

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

21 All DOCUMENTS constituting YOUR organizational charts during the time period
22 covered by these Requests.

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

24 All DOCUMENTS constituting YOUR document retention policies from January 1, 2001
25 to the present.

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

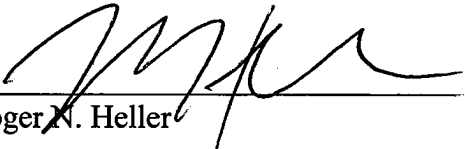
27 All current and past iterations or versions of YOUR web sites or web pages related to the
28 iPad, iPad 3G, or 3G data plans for the iPad 3G.

1 **REQUEST FOR PRODUCTION NO. 31:**

2 All DOCUMENTS CONCERNING any lawsuit (besides the *Weisblatt, Logan, or Osetek*
3 actions) CONCERNING the iPad, the iPad 3G, or the unlimited data plan for the iPad 3G, in
4 which YOU have been made a party.

5
6 Dated: February 4, 2011

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