

EXHIBIT 2

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF LOUISIANA

IN RE: APPLE IPHONE 3G AND 3GS
"MMS" MARKETING AND SALES
PRACTICES LITIGATION

THIS DOCUMENT RELATES TO ALL
CASES

CIVIL ACTION

MDL No: 2116

SECTION "J"
JUDGE BARBIER

MAGISTRATE JUDGE WILKINSON

To: AT&T Mobility.
Through Counsel of record
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COMES NOW, Plaintiffs, and pursuant to the Federal Rules of Civil Procedure, hereby serves Plaintiffs' First Interrogatories propounded to AT&T Mobility. Plaintiffs would request that Defendant provide the following information within thirty (30) days after service of this request.

I. INTERROGATORIES

INTERROGATORY NO. 1:

Please provide the following information relating to any arbitration proceedings in which you have participated in or are participating in with any of your cellular telephone service customers from 2007 to present:

- (a) the total number of arbitrations filed in each year during that time period;
- (b) the total number of arbitrations initiated by you;
- (c) the total number of arbitrations initiated by you against your cellular telephone service customers in which an arbitration hearing was actually held;
- (d) the total number of arbitrations initiated by you against your cellular telephone service customers in which the cellular telephone service customers did not respond, appear or otherwise defend against a notice of arbitration;
- (e) the total number of arbitrations initiated by your cellular telephone service customers;
- (f) the total number of arbitrations initiated by your cellular telephone service customers in which an arbitration hearing was actually held; and
- (g) the total number of arbitrations initiated by your cellular telephone service customers in which you paid the customer's claim without attending a hearing.

INTERROGATORY NO. 2:

For each year from 2007 to the present, identify the number of disputes made by customers to you by specifying the number of complaints submitted by customers to ATTM,

the total number of disputes submitted to arbitration, and the total number of lawsuits filed on behalf of customers against ATTM.

INTERROGATORY NO. 3:

For each of the disputes referenced in Interrogatory No. 1 that were submitted to arbitration pursuant to any arbitration clauses in your Service Agreement, identify the expenses and fees incurred by the parties by specifying the total administrative fees, including the arbitration agency's administrative fees, the arbitrator's fees, and other expenses directly related to conducting that arbitration, and any other expenses incurred by ATTM in preparing for or participating in the arbitration process, including ATTM's attorney's fees.

INTERROGATORY NO. 4:

For each of the disputes referenced in Interrogatory No. 1 that were submitted to arbitration pursuant to any arbitration clauses in your Service Agreement, describe the outcome of each arbitration, by specifying the original amount in dispute or claim, the rulings made by the arbitrators, and the names of the arbitrators who conducted the arbitrations.

INTERROGATORY NO. 5:

Describe all negotiations you have had with ATTM customers concerning the terms or conditions of any arbitration clauses included with your Service Agreement.

INTERROGATORY NO. 6:

Identify and describe the circumstances each time you have altered or modified the language, or terms or conditions of any arbitration clauses contained in your Service Agreement.

INTERROGATORY NO. 7:

Identify and describe how many arbitration proceedings instituted by any consumer against ATTM have resulted in an arbitration award in favor of the consumer of more than \$500.

INTERROGATORY NO. 8:

Identify and describe how many arbitration proceedings instituted by any consumer against ATTM have resulted in an arbitration award in favor of the consumer of less than \$500.

INTERROGATORY NO. 9:

Identify and describe how many arbitration proceedings instituted by any consumer against ATTM have resulted in an arbitration award including any kind of injunctive relief or other non-monetary relief in the form of ATTM agreeing to change its policies, procedures or business practices.

INTERROGATORY NO. 10:

Identify and describe when ATTM or its predecessor entities first included an arbitration provision in any of its Service Agreements

INTERROGATORY NO. 11:

Identify and describe the entities involved in making the decision to include an arbitration provision in any Service Agreements and where such a decision would have been made.

INTERROGATORY NO. 12:

Identify and describe any changes made to your Service Agreement over time including but not limited to any changes made to the arbitration provisions in the Service Agreement.

INTERROGATORY NO. 13:

For each change made in the arbitration provisions in your Service Agreement, describe the entity or entities responsible for deciding to make such changes, the reasons for such changes, when such changes were made, when such changes became effective on customers and how such changes were communicated to customers.

INTERROGATORY NO. 14:

Identify and describe the methods by which customers are provided copies of the Service Agreement.

INTERROGATORY NO. 15:

Identify the number of arbitrations have been initiated against you by a customer seeking class-wide or collective relief and for any such arbitrations, identity of the customer, the relief sought, and the outcome of the arbitration proceeding.

Respectfully submitted:

/s/ SCOTT R. BICKFORD
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